

**EXHIBIT "B"****Description of the Excluded Property**

The following property is not included as part of (and is hereby excluded from) this conveyance:

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

"LOT 4",  
 "LOT 6",  
 "LOT 7",  
 "LOT 7A" and  
 "LOT 12"

on that certain plat entitled, in part, "CONDITIONAL SUBDIVISION PLAT OF 816.34 ACRES BRIAR'S CREEK GOLF CLUB PHASE 1 OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated January 8, 2002, and recorded on March 7, 2002, in the RMC Office for Charleston County, South Carolina, in Plat Book EF, Pages 436 through 442, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

**ALSO**

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

"LOT 3",  
 "LOT 2",  
 "LOT 5",  
 "LOT 8",  
 "LOT 10",  
 "LOT 11",  
 "LOT 19",  
 "LOT 20",  
 "LOT 21",  
 "LOT 22",  
 "LOT 30",  
 "LOT 31",  
 "LOT 33" and



**"LOT 34"**

on that certain plat entitled, in part, "CONDITIONAL SUBDIVISION PLAT OF 816.34 ACRES BRIAR'S CREEK GOLF CLUB PHASE 1 AND PHASE 2 OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated February 26, 2003, and recorded on June 27, 2003, in the RMC Office for Charleston County, South Carolina, in Plat Book EG, Pages 462 through 468, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

**ALSO**

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"LOT 28"**

on that certain plat entitled, in part, "REVISED CONDITIONAL SUBDIVISION PLAT OF 816.34 ACRES BRIAR'S CREEK GOLF CLUB PHASE 1 AND PHASE 2 OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated February 26, 2003, revised March 29, 2004, and recorded on April 16, 2004, in the RMC Office for Charleston County, South Carolina, in Plat Book EH, Pages 021 through 027, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

**ALSO**

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"LOT 1",****"LOT 9",****"LOT 23",****"LOT 24",****"LOT 25",****"LOT 26",****"LOT 27",****"LOT 29",****"LOT 35",****"LOT 36",****"BRIAR'S CREEK LANE PRIVATE 50' R/W",****"WILD TURKEY WAY PRIVATE 50' R/W",****"GOLF COTTAGE LANE PRIVATE VARIABLE R/W",**



**"CHARLES FREER COURT PRIVATE 50' R/W" and  
"LONE EAGLE LANE PRIVATE 50' R/W"**

on that certain plat entitled, in part, "FINAL SUBDIVISION PLAT OF 816.34 ACRES BRIAR'S CREEK GOLF CLUB PHASE 1 AND PHASE 2 OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated March 8, 2005, revised April 12, 2005, and recorded on April 25, 2005, in the RMC Office for Charleston County, South Carolina, in Plat Book EH, Pages 871 through 876, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

**ALSO**

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"LOT 38",  
"LOT 39",  
"LOT 40",  
"LOT 41",  
"LOT 42",  
"LOT 43",  
"LOT 44",  
"LOT 45" and  
"NESTING EGRET DRIVE PRIVATE 50' R/W"**

on that certain plat entitled, in part, "FINAL SUBDIVISION PLAT OF PHASE 3 BRIAR'S CREEK GOLF CLUB OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated May 17, 2005, and recorded on July 1, 2005, in the RMC Office for Charleston County, South Carolina, in Plat Book EJ, Pages 052 through 054, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

**ALSO**

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"LOT 29",  
"LOT 37" and  
"HOA BUFFER AREA 31,136 SQ. FT. 0.71 ACRES"**



BRIAR'S CREEK DECLARATIONS  
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- 2 1st Supplement to Decs L399 - 336 rec 3-8-02
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- 4 1st Amendment to Decs 0526 - 644 rec 12-31-15
- 5 Amendment to Declarations 0606 - 729 rec 12-29-16
- 6 2nd Amendment to Decs 0687 - 600 rec 12-20-17
- 7 Wetlands & Buffers Declaration of Restrictions R357 - 058 rec 10-30-00
- 8 Wetlands & Buffers DOR Amendment W588 - 864 rec 6-23-06



on that certain plat entitled, in part, "PLAT SHOWING THE COMBINATION OF LOT 14 PHASE 1 TO TRACT B RESIDUAL TOTALING 86.29 ACRES AND LOT 15 PHASE 1 TO LOT 37 PHASE 3 TOTALING 7.87 ACRES AND CREATING A H.O.A. BUFFER TOTALING 0.71 ACRES AND ADJUSTMENT OF THE PROPERTY LINES OF LOT 29 PHASE 2 PREPARED FOR BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated May 1, 2007, and recorded on May 9, 2007, in the RMC Office for Charleston County, South Carolina, in Plat Book EK, Pages 678 through 681, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

"LOT 46",  
 "LOT 47",  
 "LOT 48",  
 "LOT 49",  
 "LOT 51",  
 "LOT 52",  
 "LOT 55",  
 "LOT 56",  
 "LOT 57" and  
 "LOT 58"

on that certain plat entitled, in part, "FINAL SUBDIVISION PLAT OF PHASE 4 THE GOLF CLUB AT BRIAR'S CREEK OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated December 28, 2006, and recorded on March 2, 2007, in the RMC Office for Charleston County, South Carolina, in Plat Book EK, Pages 515 through 517, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

"LOT 50",  
 "LOT 53",  
 "LOT 54",  
 "LOT 55",  
 "LOT 56",



**"GNARLED OAKS WAY PRIVATE 50' R/W" and  
"BALD EAGLE LANE PRIVATE 50' R/W"**

on that certain plat entitled, in part, "FINAL SUBDIVISION PLAT OF PHASE 4 THE GOLF CLUB AT BRIAR'S CREEK OWNED BY: BRIAR'S CREEK GOLF, LLC," prepared by Thomas & Hutton Engineering Co., dated September 6, 2007, and recorded on September 21, 2007, in the RMC Office for Charleston County, South Carolina, in Plat Book EL, Pages 068 through 070, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"LOT 59",  
"LOT 60",  
"LOT 61",  
"LOT 62",  
"LOT 63",  
"LOT 64",  
"LOT 65",  
"LOT 66",  
"LOT 70",  
"LOT 71",  
"LOT 72",  
"LOT 73",  
"LOT 74",  
"LOT 75",  
"LOT 76",  
"LOT 77",  
"LOT 78",  
"LOT 79",  
"LOT 80",  
"LOT 82",  
"LOT 85",  
"LOT 87",  
"GNARLED OAKS WAY PRIVATE 50' R/W",  
"HIDDEN COTTAGE LANE PRIVATE 50' R/W",  
"H.O.A. GREENWAY PHASE 5 500,675 SF 11.49 AC (TOTAL) INCLUSIVE OF  
WETLAND BUFFER (0.83 AC) & WETLAND (1.34)",  
"H.O.A. GREENWAY 39,599 SF 0.91 AC (TOTAL) INCLUSIVE OF WETLAND BUFFER  
(0.07 AC)",  
"H.O.A. GREENWAY PHASE 6 59,488 SF 1.37 AC (TOTAL)",**



**"H.O.A. OPEN SPACE 25,539 SF 0.59 AC" and  
"H.O.A. OPEN SPACE 10,729 SF 0.25 AC"**

on that certain plat entitled, in part, "FINAL SUBDIVISION PLAT OF PHASES 5 AND 6 THE GOLF CLUB AT BRIAR'S CREEK OWNED BY: BRIAR'S CREEK GOLF, LLC JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," prepared by GEL Engineering, LLC, dated November 9, 2007, last revised January 4, 2008, and recorded on March 7, 2008, in the RMC Office for Charleston County, South Carolina, in Plat Book EL, Pages 396 through 400, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"NEW LOT 54" and  
"NEW LOT 55"**

on that certain plat entitled, in part, "PLAT SHOWING PROPERTY LINE ADJUSTMENT FOR LOTS 54, 55 & H.O.A. PHASE 4 AN ABANDONMENT OF A DRAINAGE ESEMENT AND CREATION OF A NEW DRAINAGE EASEMENT TOTTALLING [sic] CONTAINING 14.4 ACRES THE GOLF CLUB AT BRIAR'S CREEK JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," prepared by GEL Engineering, LLC, dated November 9, 2007, last revised May 14, 2008, and recorded on May 30, 2008, in the RMC Office for Charleston County, South Carolina, in Plat Book EL, Pages 547 through 548, inclusive. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

**"NEW LOT 81" and  
"NEW H.O.A OPEN SPACE 8,064 SF OR 0.18 AC OF EXISTING H.O.A. GREENWAY  
35,969 SF OR .83 AC OF EXISTING LOT 81 TOTAL NEW COMBINED AREA 44,033 SF  
OR 1.01 AC"**

on that certain plat entitled, in part, "PROPERTY LINE ADJUSTMENT PLAT BETWEEN LOT 81 AND H.O.A. AREA OF PHASE 6 OF THE GOLF CLUB AT BRIAR'S CREEK BRIAR'S CREEK GOLF, LLC LOCATED ON JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," prepared by GEL Engineering, LLC, dated \_\_\_\_\_, last revised



May 22, 2008, and recorded on June 6, 2008, in the RMC Office for Charleston County, South Carolina, in Plat Book EL, Page 562. Said property having such size, shape, dimensions; buttings and boundings as will be reference to said plat more fully and at large appear.

ALSO

All that (those) certain piece(s), parcel(s) or lot(s) of land, together with the buildings and other improvements therein, if any, situate, lying and being on Johns Island in the County of Charleston, State of South Carolina, and being more particularly shown and designated as

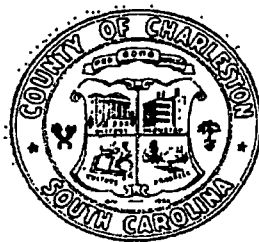
**"AREA 16512.8 SQ. FT. 0.38 ACRES ADDED TO LOT 3"**

on that certain plat entitled, in part, "LOT LINE ADJUSTMENT LOT 3 PHASE 1 & TRACT C - RESIDUAL AND GOLF COURSE BRIARS CREEK GOLF VIEW JOHNS ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Kevin W. Schwacke, S.C.R.L.S. No. 20468, with A.H. Schwacke & Associates, Inc., dated November 11, 2013, revised June 24, 2014, and recorded on July 25, 2014, in the RMC Office for Charleston County, South Carolina, in Plat Book L14, Page 0322. Said property having such size, shape, dimensions, buttings and boundings as will be reference to said plat more fully and at large appear.



**RECORDER'S PAGE**

**NOTE:** This page **MUST** remain  
with the original document

**Filed By:**

NEXSEN PRUET, LLC  
205 KING STREET, SUITE 400  
P.O. BOX 486  
CHARLESTON SC 29402 (BOX)

**RECORDED**

Date: May 15, 2015

Time: 9:10:07 AM

Book	Page	DocType
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Charlie Lybrand, Register  
Charleston County, SC

**Maker:**

BRIAR'S CREEK GOLF LLC

# of Sats: 

# of Pages: 19

# of Refs: **Recipient:**

BRIAR'S CREEK HOLDINGS

Note: 

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E358

**Original Page:**

249

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0475  
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961  
Page



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E358  
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Drawn by: Brian Kernaghan, Nexsen Pruet, LLC, PO Drawer 10648, Greenville, SC 29603  
 Mail to: Briar's Creek Holdings, LLC, 4000 Briar's Creek Lane, Johns Island, NC 29455

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FIRST AMENDMENT TO DECLARATION OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 THE GOLF CLUB AT BRIAR'S CREEK  
 (Declaration Recorded Book E358, Page 249)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GOLF CLUB AT BRIAR'S CREEK (this "First Amendment") is made this 30 day of December, 2015.

RECITALS

A. Briar's Creek Golf, LLC, a South Carolina limited liability company ("Original Declarant") executed the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek on October 31, 2000 and recorded the same on November 6, 2000 in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina (the "RMC") in Book E358 at Page 249. These were supplemented by First Supplement to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek dated March 6, 2002 and recorded in the RMC March 8, 2002 in Book L399 at Page 336 (collectively, the "Declaration").

B. Pursuant to that certain Assignment of Declarant and Development Rights dated May 15, 2015 and recorded in the RMC May 15, 2015 in Book O475 at Page 961, the Original Declarant assigned to Briar's Creek Holdings, LLC, a Delaware limited liability company, all of its declarant and development rights under the Declaration, including all rights and easements appurtenant thereto arising under the Declaration, which include those under the Articles of Incorporation of The Golf Club at Briar's Creek Property Owners Association, Inc. ("Community Association"), of which every lot owner subject to the Declaration is a Member and the Bylaws adopted therefor and appended as Exhibit "B" to the Declaration, the said Briar's Creek Holdings, LLC now constituting the "Declarant" under the Declaration.

C. Pursuant to Section 16.2 of the Declaration, the Declaration may be amended by the Declarant during the Declarant Control Period without the approval of any Owner or Mortgagee, which Declarant Control Period has not yet expired.

D. The Declarant does hereby execute this First Amendment and ratifies and confirms, under oath, that the within First Amendment was duly executed, and that the Declaration, as amended hereby, remains in full force and effect.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration is amended by this First Amendment as set forth herein:

1. Definitions. Capitalized terms not otherwise defined in this First Amendment shall have the respective meanings ascribed to such terms in the Declaration.

2. Amending Section 1.1(f) to Correct Name of Community Association. Section 1.1(f) is amended to correct the name of the Community Association to The Golf Club at Briar's Creek Property Owners Association, Inc., as shown in the records of the South Carolina Secretary of State, the said Section, following amendment reading:



1.1(f) "Community Association." will mean and refer to The Golf Club at Briar's Creek Property Owners Association, Inc., a South Carolina non-for-profit corporation.

3. Amending Section 1.1(k). The definition of "Common Areas" in the Declaration is amended to make it clear that Common Areas include not only "utility service systems and lines," generally, but specifically the sewer treatment facilities and systems located within a Common Area, and such Section 1.1(k) shall, following such amendment, read as follows (the added language being italicized and bolded herein solely for purposes of emphasis):

1.1(k) "Common Areas" will mean and refer to any and all real and personal property now or hereafter deeded or leased to, or which is the subject of a use agreement with, the Community Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas, as well as such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract or agreement. The Common Areas may include a Community Association swimming pool, tennis courts, boardwalks, boat dock(s), private roads, streets, road and street shoulders and landscaping, guard house and entrance, pavilion, parking lots, open space, walkways, sidewalks, leisure trails, bike paths, street lighting, signage, and such maintenance and drainage areas, easements and utility service systems and lines, *including any sewer treatment facilities and systems located within the Common Areas, as provided in Section 7.14 below*, lagoons, and ponds as will be maintained by the Community Association, if any, and other areas and services set aside or provided for the common use and enjoyment of the Owners and Occupants of the Property. Common Areas will not, however, include the golf course, driving range and other golf related facilities designated by the Club. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use of enjoyment therein. Subject to the rights of the Club and the reservations to Declarant set forth herein, all Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests, and visiting members of the general public (to the extent permitted by the Board of Directors, or required by the terms hereof or of any deed, lease, or use agreement) and subject to the fee schedules, if any, and operating rules adopted therefor. Any lands which are leased to, or are the subject of a use agreement with, the Community Association will lose their character as Common Areas upon the expiration of such lease or use agreement; provided, however, any such lease or use agreement between the Declarant and the Community Association will be extended in whole or in part, notwithstanding any termination provisions therein contained, to provide continued ingress and egress over the Community Association' private streets and roads to an Owner's property, subject to provisions for the payment of fees and costs for the maintenance of roadways by the Community Association; provided, further, an Owner's access will not be terminated for nonpayment, but the Declarant will have the same rights to file liens and the same remedies as the Community Association has pursuant to Sections 13.2 and 13.9 with respect to Assessments and Recreational Charges. **THERE IS NO OBLIGATION ON THE DECLARANT OR THE COMMUNITY ASSOCIATION TO CONSTRUCT ANY IMPROVEMENTS WITHIN THE COMMON AREA.**

4. Amending Section 1.1(n). The definition of "Declarant" in Declaration is amended to make it clear that the Person designated as Declarant in the Declaration or any assignee thereof shall not lose its status as Declarant due to the expiration or loss of any right or easement granted or reserved to it



under the Declaration, and such Section 1.1(n) shall, following such amendment, read as follows (the added language being italicized and bolded herein solely for purposes of emphasis):

1.1(n) "Declarant" will mean and refer to Briar's Creek Golf, LLC, or any successor in title to the entire interest of such person with respect to the Property and the Additional Property at the time of such transfer to said successor in title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. *A Person shall not lose its status as Declarant due to the expiration or loss of any right or easement granted or reserved to it hereunder, and shall only lose such right or easement pursuant to the express terms and conditions herein provided. Notwithstanding such expiration or loss, such Person shall continue to be identified as Declarant.*

5. Amending Section 1.1(o). The Declaration is amended by extending the fixed date by which the Declarant Control Period must expire for a period of one (1) year, such that, following amendment, Section 1.1(o) of the Declaration shall read as follows (the changed date being italicized and bolded herein solely for purposes of emphasis):

1.1(o) "**Declarant Control Period**" means the time period commencing on the date of recording of this Declaration and ending the earlier of:

(i) *December 31, 2016*; or

(ii) Three (3) months after the conveyance by the Declarant, in the ordinary course of business to persons other than a successor Declarant, of property representing ninety percent (90%) of the total number of Lots intended for development on all of the Property (including such portions of the Additional Property which become a part of the Property) as set forth in a Supplemental Declaration executed and Filed of Record by the Declarant on or before *December 31, 2016*, making specific reference to this Section; or

(iii) Three (3) months following the date the Declarant surrenders its authority to appoint directors of the Community Association pursuant to Section 16.1 below by an express amendment to this Declaration executed and Filed of Record by the Declarant.

Anything contained in the Declaration to the contrary notwithstanding, this Section 1.1(o) shall not be further amended hereafter except following approval by 100% of the votes in the Association.

6. Adding New Section 1.1(o) – Subpart 1. The Declaration is amended by adding new Section 1.1(o) – Subpart 1, which new Section shall read as follows:

1.1(o) – Subpart 1 "**Declarant Development Period**" means the time period commencing on the date of recording of this Declaration and ending the earlier of:

(i) December 31, 2050; or

(ii) Three (3) months after the conveyance by the Declarant, in the ordinary course of business to persons other than a successor Declarant, of property representing one hundred percent (100%) of the total number of Lots intended for



development on all of the Property (including such portions of the Additional Property which become a part of the Property) as set forth in a Supplemental Declaration executed and Filed of Record by the Declarant on or before December 31, 2025, making specific reference to this Section; or

(iii) Three (3) months following the date the Declarant surrenders its Declarant Development Period authority by an express amendment to this Declaration executed and Filed of Record by the Declarant.

7. Amending Multiple Sections of Declaration to Change Declarant Control Period to Declarant Development Period. The Declaration is amended by changing "Declarant Control Period" to "Declarant Development Period" each place it occurs in Sections 2.1, 2.3, 6.2, 6.24, 6.24.1, 6.26, 7.2.3, 7.8 and 13.7; and to amend Section 6.2 to qualify the requirement that the Architectural Review Board meet monthly. The said Sections, following such changes, shall each read as follows (the changed term being italicized and bolded herein solely for purposes of emphasis):

2.1 Plan of Development of the Property. The Property is planned to initially contain approximately 60 Lots as shown on the Site Plan, and one Dwelling may be constructed on each such Lot. The Property, as may be supplemented by additions from the Additional Property, will also include the Common Areas, including Recreational Amenities, private roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time denominated as such by Declarant on the Site Plan or in any deed, lease, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and are installed and existing. The dimensions of Lots and other properties subjected hereto will be shown on the Site Plan, as the same may be amended from time to time. All Lots and Dwellings within the Community will be and are hereby restricted exclusively to single family residential use and will be subject to the standards and restrictions set forth in Article 6 hereof. Without the consent of any person, Declarant will have the right, but not the obligation, during the *Declarant Development Period*, to make improvements and changes to all Common Areas, Recreational Amenities, and to all such properties owned by Declarant, including, without limitation, (a) installation and maintenance of any improvements, (b) changes in the location of the boundaries of any such properties owned by Declarant, (c) installation and maintenance of any water, sewer, and other utility systems and facilities and (d) installation of security and/or refuse facilities.

2.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the *Declarant Development Period* for the purpose of removing any portion of the Property made a part hereof, from time to time, from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Community. Such amendment will not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Community Association will consent to such withdrawal.

6.2 Architectural Review Board. The Declarant will establish an Architectural Review Board which will consist of not more than five (5) nor less than three (3) Members. The regular term of office for each member will be one year. Any member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy will serve the remainder of the term of the former member.



Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Board by the Board of Directors upon assignment to the Community Association of the whole or any portion of Architectural Review Board functions pursuant to Section 6.2.1 below will be subject to the prior approval of Declarant until that date which is three (3) years from and after the date on which the *Declarant Development Period* expires. The Architectural Review Board will elect a chairman and he, or in his absence, the vice chairman, will be the presiding officer at its meetings. The Architectural Review Board will meet at least once in each calendar month *during which there is an Architectural Review Board review and approval pending*, as well as upon call of the chairman, and all meetings will be held at such places as may be designated by the chairman. Three (3) members will constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Review Board will constitute the action of the Architectural Review Board on any matter before it. The Architectural Review Board is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Board in performing its functions set forth herein.

**6.24 Owner's Re-subdivision.** No Common Area or Lot or Dwelling will be subdivided, or its boundary lines changed, nor will application for same be made to any political subdivision with jurisdiction thereof, except with the prior written approval of the Declarant during the *Declarant Development Period*, and thereafter except with the prior written approval of the Board of Directors. However, the Declarant reserves the right to so subdivide pursuant to Sections 2.1 and 7.6, and to take such other steps as are reasonably necessary to make such replatted property suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, and Common Areas.

**6.24.1 Consolidation of Lots.** The provisions of Section 6.24 will not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot will be considered in the interpretation of this Declaration. Consolidation of Lots, as described herein, must be approved by the Declarant during the *Declarant Development Period*, and thereafter by the Board of Directors, said approval to be granted in its sole discretion upon such terms and conditions as may be established by it from time to time, including specific provisions for the payment of Assessments.

**6.26 Owner Recording Additional Restrictions on Property.** No Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in this Declaration without consent of the Declarant during the *Declarant Development Period*, and thereafter without consent of the Board of Directors. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Owner or the Community Association.

**7.2.3 Community Association's Right to Grant and Accept Easements.** The right of the Community Association to grant and accept easements as provided in Section 7.8 and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the simple title must be



approved by a majority of those present in person or by proxy at a duly held meeting of the Community Association and by Declarant, during the *Declarant Development Period* and thereafter for so long as Declarant owns any of the Property primarily for the purpose of development or sale or has the unexpired option to add the Additional Property or any portion thereof to the Community.

**7.8 Easements for Utilities.** There is hereby reserved for the benefit of Declarant, the Community Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under, and across (a) all of the Common Areas in accordance with this Declaration; (b) all portions of the Recreational Amenities in which improvements are not constructed or erected; (c) those strips of land, ten (10') feet in width, running adjacent to and parallel with the front lines of Lots, and twenty (20') feet in width running ten (10') feet on either side of the side lot line of each Lot, not to conflict with any drainage easements thereon, and as further shown on the Site Plan; and (d) such other such easement areas shown on any Site Plan or recited in any Supplemental Declaration for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that during the *Declarant Development Period* the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. To the extent practical, in Declarant's sole discretion, all utility lines and facilities serving the Community and located therein will be located underground. By virtue of any such easement and facilities, it will be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Community so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonable necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

**13.7 Declarant's Properties.** Anything contained herein to the contrary notwithstanding, Declarant will be exempt from the payment of Annual Assessments, Special Assessments and Emergency Special Assessments with respect to unimproved and unoccupied properties owned by the Declarant and subject to this Declaration. The Declarant hereby covenants and agrees, however, that during the *Declarant Development Period* it will annually elect either to pay an amount equal to the regular Assessment for each such Lot owned by it or to pay the difference between the amount of Assessments collected on all other Lots not owned by Declarant and the amount of actual expenditures by the Community Association during the fiscal year, but not in a sum greater than the regular Assessments Declarant would pay if not exempt therefrom. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant will be deemed to have elected to continue paying on the same basis as during the immediately preceding year. Furthermore, so long as the Declarant owns any Lot for sale or any portion of the Property (including any Additional Property which may be added thereto) which may be developed or upon which additional Lots are to be constructed, the Declarant may, but will not be obligated to, reduce the regular Assessment for any year to be paid by Owners of Lots within the Community.



Any such reduction and funding by the Declarant will, in the Declarant's sole discretion, be (a) a contribution to the Community Association, (b) an advance against future regular Assessments due from said Declarant, or (c) a loan to the Community Association. The amount and character (contribution, advance or loan) of such payment by the Declarant will be conspicuously disclosed as a line item in the budget and will be made known to the Owners. The payment of such a subsidy in any year will under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Community Association and the Declarant. Any such payment by Declarant may be made in-kind.

8. Amending Section 2.2.1 to Extend Period During Which Property May Be Added. Section 2.2.1, but not subsections (a) and (b) thereof, which shall remain unchanged, is amended to substitute "Declarant Development Period" for "period of development, which will by definition extend from the date this Declaration is filed Of Record to December 31, 2015," such that Section 2.2.1 following such amendment shall read as follows (the changed term being italicized and bolded herein solely for purposes of emphasis):

**2.2.1 Additions By Declarant.** During the *Declarant Development Period*, the Declarant will have the right, without further consent of the Community Association to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of any real property near or adjacent to the Property, whether or not owned by the Declarant ("Additional Property"). Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection will be made by filing Of Record a Supplemental Declaration with respect to the Additional Property which will extend the operation and effect of the covenants and restrictions of the Declaration to such Additional Property, and which, upon filing Of Record of a Supplemental Declaration, will constitute a part of the Property.

9. Amendment of Section 3.4 to Correct Cross Reference. Section 3.4 of the Declaration is amended to change the Section cross reference therein from Section 6.3 to Section 7.4, following which amendment such Section 3.4 shall read as follows (the changed Section being italicized and bolded herein solely for purposes of emphasis):

**3.4 Rights of Club Access and Parking.** The Club and its members (regardless of whether such members are Owners hereunder), members of the public using Club facilities with the permission of the Club, and the Club's employees, agents, contractors, and designers will at all times have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to or from the entrance within the Property to or from the Club and, further, over those portions of the Property (whether Common Areas or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club and its facilities. The within right of access and parking will be free and clear of any right of the Association to require payment of any toll charges for the use thereof under *Section 7.4*. Without limiting the generality of the foregoing, and anything contained herein to the contrary notwithstanding, members of the Club and permitted members of the public will have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after golf and/or tennis tournaments and other special functions held by or at the Club.



10. Amending Section 3.8 to Provide the Club's Contribution to Common Expenses Shall Not be Increased Without Unanimous Consent. The Declaration is amended by deleting entirely Section 3.8 and substituting therefor a new Section 3.8, which shall read as follows (text added to the Section being italicized and bolded herein solely for purposes of emphasis):

**3.8 The Club Contribution to Common Expenses.** The Club hereby covenants to share costs with the Association whereby the Club will contribute twenty-five (25%) percent of the Common Expenses of the Association. *Anything contained in the Declaration to the contrary notwithstanding, this Section 3.8 shall not be amended hereafter except following approval by 100% of the votes in the Association.*

11. Amending Section 6.8.2 of the Declaration to Change the Minimum Square Footage. The Declaration is amended by deleting entirely Section 6.8.2 and substituting therefor a new Section 6.8.2, which shall read as follows (the changed square footage being italicized and bolded herein solely for purposes of emphasis).

**6.8.2 Square Footage Requirements.** All Dwellings constructed on Lots will have a minimum of *two thousand five hundred (2,500)* square feet of Living Space (excluding any guest house). Declarant reserves the right to modify, amend or change the within square footage requirement as it may apply to any Lot or Dwelling within the Additional Property and upon the filing of a Supplemental Declaration Of Record; provided, however, upon the failure of Declarant to make specific provision for a minimum square footage of Living Space in any such Supplemental Declaration, the foregoing restriction will apply to any Dwelling constructed upon a Lot within such Additional Property. There will be no minimum square footage requirements with respect to a Dwelling or other structure constructed within any portion of the Property as a multi-family, condominium complex except as may be specifically provided in a Supplemental Declaration filed Of Record with respect thereto.

12. Amending Section 6.22 of the Declaration to Change the Number of Multiple Owners. The Declaration is amended by deleting entirely Section 6.22 and substituting therefor a new Section 6.22, which shall read as follows (the changed number being italicized and bolded herein solely for purposes of emphasis):

**6.22 Multiple Ownership.** No Lot or Dwelling may be owned by more than *ten (10)* Owners at any one time. For the purposes of this restriction, a married couple constitutes a single Owner. Furthermore, the Property subject to this Declaration, including any improvements thereon or to be built thereon, will not, without prior written consent as hereinafter provided, be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27 32 10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership, or which is used for, in and/or as an advertised part of any time share exchange program which makes available as accommodations the said property and improvements thereon, which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan. Such prior written consent must be sought from the Declarant, during the Declarant Control Period, and thereafter from the Board of Directors. In the event consent is granted for any ownership under a Vacation Time Sharing Plan, Vacation Multiple Ownership Plan, or similar type ownership, the Declarant or the Board of Directors, as the case may be, will have the right to amend this Declaration in any respect to take into account the nature of such ownership, including, but not limited to, provision for access and use of any Recreational Amenities under Section 7.3, provision for Member voting under Section



8.2, and provision for Assessments under Article 13. Notwithstanding the foregoing to the contrary, a Lot or Dwelling may be owned by a corporation or partnership so long as such corporation or partnership does not have more than *ten (10)* shareholders or partners; provided, however, that the foregoing prohibition will not apply to Declarant, its affiliates, or their respective successors or assigns, or with respect to any Institutional Mortgagee or such corporation or partnership approved by Declarant for such ownership and upon terms and conditions of such approval.

13. Amending Sections 7.3.1 and 13.9 to Delete References to Recreational Charge. Because the term Recreational Assessment is defined, but not the term Recreational Charge, although the contexts in which both are used indicate they would be defined to be the same, Sections 7.3.1 and 13.9 are amended to change the term "Recreational Charge" to Recreational Assessment each place it appears in such Sections, following which amendment such Sections shall read as follows (the changed term being italicized and bolded herein solely for purposes of emphasis):

**7.3.1 Access and Use of Recreational Amenities.** Subject to the terms and provisions of this Declaration and the rules, regulations, and Recreational Assessment from time to time established by the Board of Directors, every Owner of a Dwelling and his family, Tenants, and guests will have the nonexclusive right, privilege, and easement of access to and the use and enjoyment of the Recreational Amenities. Notwithstanding the foregoing to the contrary, those Owners of Dwellings, their spouses, and their Dependent Children, paying a *Recreational Assessment* for exclusive use of a Community Association's use-for-fee facility or service will have the exclusive use thereof, subject to the payment of Recreational Assessment therefor which are from time to time established by the Board of Directors. Such Owners' guests, Tenants, and non-Dependent Children, as well as co-Owners who have not been designated pursuant to (b) below, will have access to and use of the Recreational Amenities subject to rules, regulations, and Recreational Assessment from time to time established by the Board of Directors; provided there will be no distinction between such co Owners, guests, Tenants, and non-Dependent Children with respect to the amount of Recreational Assessment each must pay. Notwithstanding the foregoing to the contrary, the Board of Directors will be entitled, but not obligated, to promulgate rules and regulations from time to time whereby grandchildren of Owners of Dwellings and non-Dependent Children of Owners of Dwellings have access to and the use of the Recreational Amenities on the same basis as Dependent Children of Owners of Dwellings. An Owner of a Dwelling may assign to the Tenant of his Dwelling such Owner's rights of access to and use of the Recreational Amenities so that such Tenant, his family and guests will be entitled to the access to and use and enjoyment of the Recreational Amenities on the same basis as an Owner of a Dwelling and his family and guests, provided that any such designation may not be changed within six (6) months after such designation is so made. Any Owner of a Dwelling so assigning such rights to his Tenant will give written notice thereof to the Board of Directors in accordance with Section 16.15, and after such assignment and notice, such Owner and his family and guests will thenceforth have access to and use of the Recreational Amenities on the same basis and for the same Recreational Assessment as guests of an Owner of a Dwelling, until such assignment is terminated and the Board of Directors is given written notice of such termination by such Owner. Nothing herein will be construed as requiring the Board of Directors to establish Recreational Assessment for the use of Recreational Amenities, use of which may be, in the sole discretion of the Board of Directors, covered solely by the Annual Assessment under Section 13.3.



### 13.9 Effect of Nonpayment; Remedies of the Community Association.

Any Assessments or Recreational Assessment of an Owner or any portions thereof which are not paid when due will be delinquent. Any Assessment or Recreational Assessment delinquent for a period of more than ten (10) days after the date when due will incur a late charge in an amount as may be determined by the Board from time to time and, upon adoption of a policy therefor by the Board of Directors, will also commence to accrue simple interest at the rate set by the Board of Directors from time to time. A lien and equitable charge as herein provided for each Assessment or *Recreational Assessment* installment shall attach simultaneously as the same will become due and payable, and if an Assessment or *Recreational Assessment* has not been paid within thirty (30) days, the entire unpaid balance of the Assessment or *Recreational Assessment* installments remaining to be paid during the fiscal year may be accelerated by the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment or *Recreational Assessment* will include interest as set by the Board of Directors from time to time on late payments, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment or *Recreational Assessment* remains unpaid after sixty (60) days from the original due date, the Community Association may, as the Board will determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section will be in favor of the Community Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Community Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments and Recreational Assessment as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Community Association will have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments and Recreational Assessment provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner will remain personally liable for Assessments, Recreational Assessment, interest, and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

14. Amending Section 8.2 to Define "Authorized Votes" for Purposes of Calculating the Club's Voting Power. Because Section 8.2 grants to the Club a 25% voting power as a result of its obligation to pay 25% of Common Expenses, Section 8.2, but not Section 8.2.1 thereunder, which shall remain unchanged, is amended to read as follows (the changes necessitated by such required clarification being italicized and bolded herein solely for purposes of emphasis):

**8.2 Voting Rights.** The Community Association will have two (2) types of voting memberships which are as follows:

TYPE A: Type A Members will be Owners (including the Declarant) of Lots and Dwellings. A Type A Member will be entitled to one (1) vote for each Lot and Dwelling owned.

TYPE B: The Type B Member will be the Declarant or its designated assign. The Type B Member will be entitled to one (1) vote for each vote held by Type A Members, plus two (2) votes during the Declarant Control Period. Thereafter, the Type B Member will exercise votes only as to its Type A Memberships.



*Notwithstanding the foregoing to the contrary, the Club shall at all times have the right to vote 25% of all "Authorized Votes" based on its obligation under Section 3.8 to pay 25% of all Common Expenses. The total number of Authorized Votes shall be calculated solely by reference to Type A votes, and without regard to the Declarant's Type B voting right, and shall equal the sum of the Type A votes plus 33.33% of the total Type A votes, rounded to the nearest whole number. For instance, if there are 84 Type A votes, the total Authorized Votes shall equal 84 plus (84 x 33.33%), or 84 + 28 = 112. The Club's 25% voting power shall equal 28 votes (112 Authorized Votes x 25% = 28). Except as may otherwise be provided herein, a vote to be taken by Owners under this Declaration shall be deemed to include the vote of the Club in accordance with this Section.*

Payment of Special Assessments or Emergency Special Assessments will not entitle Type A Members to additional votes.

15. Amending Section 8.6 to Correct a Section Reference. The Declaration is amended by deleting the last sentence of subsection (a) and substituting therefor a new subsection (a), which shall read as follows (the changed number being italicized and bolded herein solely for purposes of emphasis):

(a) This provision will not apply when the proposed action is the amendment of this Declaration and the quorum requirements established by *Section 16.3* will govern in that instance.

16. Amending Section 8.7 to Delete a Reference to Section 16.1.1. The Declaration is amended by deleting the last sentence of Section 8.7.

17. Amending Section 8.8 to Delete a Reference to Section 16.1.1. The Declaration is amended by deleting entirely Section 8.8 and substituting therefor a new Section 8.8, which shall read as follows:

**8.8. Voting by Proxy.** When required by the Board of Directors, there will be sent with notices of regular or special meetings of the Community Association, a statement of certain motions to be introduced for a vote of the Member and a ballot in the form of a proxy on which each Member may vote for or against the motion. Each proxy which is present at such meeting will be counted in calculating the quorum requirements set out in Section 8.6. Provided, however, such proxies will not be counted in determining whether a quorum is present to vote upon motions not appearing on the proxy.

18. Amending Section 12.2.2 to Add to Services the Provision of Sewer Services. The Declaration is amended by amending Section 12.2.2 to change subsections (q) and (r) to subsections (r) and (s), and to insert a new subsection (q) to read as follows:

(q) To provide sewer service to the Property, and, if required by law, rule or regulation of the South Carolina Public Service Commission ("PSC"), to file on behalf of all Owner-Members such agreements and consents to such sewer service provision and the payment of the costs and expenses of such service through its Assessments, each Owner-Member hereby appointing the Community Association its attorney-in-fact, with full power of substitution, in connection with any such agreement and/or consent filed with the PSC.



19. Amending Declaration to Delete Section 12.3.1 Providing a Management Agreement with Declarant Affiliate. The Declaration is hereby amended by deleting in its entirety Section 12.3.1.

20. Amending Section 13.3 to Clarify that Annual Assessments Are Calculated after Deducting the Club's 25% Share of Common Expenses. Because the Common Expenses to be apportioned among the Lots and Dwellings and paid as Annual Assessment should be calculated after deducting the Club's 25% share of Common Expenses, Section 13.3 is amended to read as follows (the changes necessitated by such required clarification being italicized and bolded herein solely for purposes of emphasis):

**13.3 Establishment of Annual Assessment.** It will be the duty of the Board of Directors at least thirty (30) days prior to the first day of the Community Association's fiscal year to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Community Association. *Twenty-five percent (25%) of such Common Expenses shall be billed to and paid by the Club pursuant to Section 3.8 above; and the balance of such Common Expenses shall constitute the total "Annual Assessments" payable by the Owners.* The Board will cause the budget and the proposed total of the Annual Assessments to be levied against properties subject to this Declaration for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total Annual Assessments will be divided among Lots and Dwellings equally, each unimproved Lot bearing the same Assessment as a Dwelling.

21. Amending Section 13.4 to Conform to Change in Section 13.3. In order for the default "Maximum Budget" and "Maximum Annual Assessment" to conform to the change made to Section 3.3 to reflect the Club's payment of a 25% share of Common Expenses, Section 13.4 is amended to read as follows (the changes necessitated by such required clarification being italicized and bolded herein solely for purposes of emphasis):

**13.4 Determination of Maximum Budget and Maximum Annual Assessment.** The Maximum Budget and Maximum Annual Assessments will be the greater of:

(a) The budget and Annual Assessments for the then current year, *as well as the Club's current year's 25% share of Common Expenses*, increased in proportion to the percentage increase, if any, for the then current year, in the "CPI-U," as hereinafter defined, from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment, *as well as the Club's 25% share of Common Expenses*, is being determined, or by five (5%) percent, whichever is greater; or

(b) The budget and Annual Assessments, *as well as the Club's 25% share of Common Expenses*, for the year in which this Declaration is filed Of Record increased, to the year in which the said maximum budget and Annual Assessment, *as well as the Club's 25% share of Common Expenses*, is being determined in proportion to the percentage increase, if any, in the "CPI-U," as hereinafter defined, from December of the year preceding the year in which this Declaration is filed Of Record to November of the year in which the said maximum budget and Annual Assessment, *as well as the Club's 25% share of Common Expenses*, is being determined, or by five (5%) percent per annum, compounded, whichever is greater.



The "CPI-U" will mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

22. Amending Section 13.5.3 to Delete Reference to Multiple Classifications of Assessable Properties and to Clarify that the Club is Not Obligated to Pay Any Special Assessment. Because there are not multiple classifications of assessable properties, as might be applicable in a larger, multi-use project where there are not only residential properties that are assessable, but also retail and commercial properties, the existing text of Section 13.5.3 is deleted in its entirety; and substituted therefor shall be a new Section 13.5.3 that makes clear the Club's obligation to pay 25% of Common Expenses does not create an obligation in the Club to fund any part of a Special Assessment, and which shall read as follows:

**13.5.3 No Obligation for the Club.** Anything implied herein to the contrary notwithstanding, the obligation of the Club to pay 25% of the Common Expenses pursuant to Section 3.8, and as the same is to be reflected in the Community Association's budget pursuant to Section 13.4 above, shall not be deemed to obligate the Club to fund any portion of a Special Assessment, nor shall the Club be entitled to vote upon any proposed Special Assessment.

23. Amending Declaration to Delete Section 16.1.1 Providing Voting Agreement and Proxy to Declarant. The Declaration is hereby amended by deleting in its entirety Section 16.1.1.

24. Amending Section 16.3 to Delete References to Missing Sections or Sections Without Text. Because the Declaration does not have Sections 2.6 and 2.7, the last paragraph of Section 16.3 is hereby amended to delete references therein to Sections 2.6 and 2.7, and following which amendment, the last paragraph of Section 16.3 shall read as follows:

Anything contained in this Section 16.3 to the contrary notwithstanding, no amendment under this Declaration shall be made, or any vote therefor effective, if the result or effect thereof would have a material adverse effect upon Declarant, without the prior written consent of the Declarant, including, but not limited to, any matter set forth in Sections 2.2.1, 2.3, 2.5, 6.21, 6.25, 6.27, 6.28, 6.29, 6.30, 6.31, 7.3.3, 7.4, 7.5, 7.6, 7.11, 7.14, 12.3.1, 13.7, 16.8, 16.9, and 16.14.

25. Amendment of Declaration to Add New Section 16.16 Providing for Self-Help. The Declaration is hereby amended to add a new Section 16.16, which shall read as follows:

**16.16 Self-Help.** If any damage occurs which is the responsibility of the Club or of the Association under this Declaration, or if the Club or the Association fails to discharge any obligation of it under this Declaration and fails to commence repair and/or replacement or to discharge its obligation within forty-eight (48) hours after the other party (being the "non-defaulting party") gives it written notice of the default, the non-defaulting party shall have the right (but not the obligation) to repair and/or replace, as applicable, the damage or cure the defaulted obligation, as the case may be, at the sole cost of the defaulting Club or Association, as applicable (being the "defaulting party"). In the event, however, that a bona fide emergency, business necessity, unsafe condition, or citation by any governmental authority requires more prompt action than is provided for in the preceding sentence, the non-defaulting party may exercise its right of self-help immediately, giving only such notice to the defaulting party (which may be oral) as may



be practicable under the circumstances. If the non-defaulting party effects the repair and/or replacement or cures the default, the defaulting party shall pay to non-defaulting party the costs and expenses incurred by the non-defaulting party to effect the repair and/or replacement, as applicable, or cure the default, plus fifteen (15%) percent as an administrative and overhead fee. Such payment shall be due within fifteen (15) days after written demand by the non-defaulting party.

26. First Amendment Runs with Title. This First Amendment shall run with, bind, benefit and burden all of the Property, and shall run with, bind, and be enforceable by and against the Declarant, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, as provided in the Original Declaration.

27. Effect on the Declaration. Except as modified and amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict and/or ambiguity between the Original Declaration and this First Amendment, this First Amendment shall control; and the severability provision of Section 16.11 shall apply with equal force to this First Amendment.

28. Declarant Certification. By execution hereof, the undersigned, having been duly sworn, hereby certifies that he/she is the V.P. of Briar's Creek Holdings, LLC and that the foregoing amendments were duly approved by all require limited liability action, and shall become effective upon this First Amendment being filed Of Record.

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IN WITNESS WHEREOF, The Golf Club at Briar's Creek Property Owners Association, Inc. has executed this instrument as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COMMUNITY ASSOCIATION:

BRIAR'S CREEK HOLDING, LLC, a Delaware  
limited liability company

3 TS

Witness Number 1

Anthony [Signature]

Witness Number 2

By: [Signature] (SEAL)

Name: Robert J. Licato

Title: V.P.

Date Executed: 12/30/15

STATE OF Texas

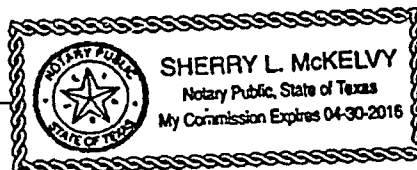
COUNTY OF Harris

I, SHERRY L. McKELVY, a Notary Public for HARRIS Co., TEXAS, do hereby certify that Robert J. Licato, the V.P. of Briar's Creek Holding, LLC, a Delaware limited liability company, personally appeared before me this day and, having been duly sworn, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of DECEMBER, 2015

Sherry L. McKelvy (SEAL)  
Notary Public for HARRIS COUNTY, TX

My commission expires: 4-30-2015





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Charleston County, SC

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BRIAR'S CREEK HOLDING LLC

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24

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

AMENDED AND RESTATED FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE GOLF CLUB AT BRIAR'S  
CREEK

(Declaration Recorded Book E358, Page 249)

THIS AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GOLF CLUB AT BRIAR'S CREEK (this "First Amendment") is made this 16th day of December, 2016.

RECITALS

A. Briar's Creek Golf, LLC, a South Carolina limited liability company ("Original Declarant") executed the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek on October 31, 2000 and recorded the same on November 6, 2000 in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina (the "RMC") in Book E358 at Page 249, as supplemented by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek dated March 6, 2002, and recorded in the RMC on March 8, 2002 in Book L399 at Page 336 (collectively, the "Declaration").

B. Pursuant to that certain Assignment of Declarant and Development Rights dated May 15, 2015, and recorded in the RMC on May 15, 2015 in Book O475 at Page 961, the Original Declarant assigned to Briar's Creek Holdings, LLC, a Delaware limited liability company ("Declarant"), all of its declarant and development rights under the Declaration, including all rights and easements appurtenant thereto arising under the Declaration, which include those rights under the Articles of Incorporation and Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc., a South Carolina nonprofit corporation ("Community Association"), of which every lot owner subject to the Declaration is a Member.

C. Pursuant to Section 16.2 of the Declaration, the Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek dated December 30, 2015, and recorded in the RMC on December 31, 2015 in Book 0526 at Page 644 ("Original First Amendment").

D. The Declarant and Community Association have decided it is in the best interest of The Golf Club at Briar's Creek to replace the Original First Amendment in its entirety with this First Amendment.

E. The Declarant does hereby execute this First Amendment and ratifies and confirms, under oath, that the within First Amendment was duly executed, and that the Declaration, as amended hereby, remains in full force and effect.

F. The Community Association joins in and consents to the execution and recording of this First Amendment to evidence its approval by the affirmative vote of Members present, in person or proxy, entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community



Association to the additional covenants, conditions, restrictions, limitations, and easements contained herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration is hereby amended by this First Amendment as set forth herein:

1. Definitions. Capitalized terms not otherwise defined in this First Amendment shall have the respective meanings ascribed to such terms in the Declaration.

2. Required Member Vote. The Declarant and Community Association acknowledge and agree that the effectiveness of this First Amendment is contingent on obtaining the affirmative vote of Members representing at least two-thirds (2/3) of the total votes in the Community Association (the "Required Member Vote") to execute this First Amendment in accordance with Section 16.3 of the Declaration. Should the Community Association fail to obtain the Required Member Vote, the Original First Amendment shall remain in full force in effect.

3. Declarant Control Period. The Declarant and Community Association acknowledge and agree that the Declarant Control Period is still in effect as of the date of this First Amendment and shall remain in effect until the date upon which this First Amendment is filed of record with the RMC. Accordingly, all references to the "Declarant Control Period" in the Declaration shall refer to the period of time commencing on the date of recording of the Declaration and shall end on the date on which this First Amendment is filed of record with the RMC. Upon the expiration of the Declarant Control Period, a new Board of Directors shall be elected within ninety (90) days in accordance with Section 16.1.2 of the Declaration and the By-Laws.

4. Assessments. Section 1.1(e) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(e) "Assessment" will mean and refer to an Owner's share of the Common Expenses or other charges (other than Recreational Assessments) from time to time assessed against an Owner by the Community Association in the manner herein provided."

5. Name of Community Association. Section 1.1(f) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(f) "Community Association" will mean and refer to The Golf Club at Briar's Creek Property Owners Association, Inc., a South Carolina nonprofit corporation."

6. Common Areas. Section 1.1(k) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(k) "Common Areas" will mean and refer to any and all real and personal property now or hereafter deeded or leased to, or which is the subject of a use agreement with, the Community Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas, as well as such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract or agreement. The Common Areas may include a Community Association swimming pool, tennis courts, boardwalks, boat dock(s), private roads, streets, road and street shoulders and



landscaping, guard house and entrance, pavilion, parking lots, open space, walkways, sidewalks, leisure trails, bike paths, street lighting, signage, and such maintenance and drainage areas, easements and utility service systems and lines, lagoons, and ponds as will be maintained by the Community Association, if any, and other areas and services set aside or provided for the common use and enjoyment of the Owners and Occupants of the Property. Common Areas will not, however, include the Lakes, the sewer treatment facilities, the golf course, driving range and other golf related facilities designated by the Club. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use or enjoyment therein. Subject to the rights of the Club and the reservations to Declarant set forth herein, all Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, members of the Club, and their respective guests, and visiting members of the general public (to the extent permitted by the Board of Directors, or required by the terms hereof or of any deed, lease, or use agreement) and subject to the fee schedules, if any, and operating rules adopted therefor. Any lands which are leased to, or are the subject of a use agreement with, the Community Association will lose their character as Common Areas upon the expiration of such lease or use agreement; provided, however, any such lease or use agreement between the Declarant and the Community Association will be extended in whole or in part, notwithstanding any termination provisions therein contained, to provide continued ingress and egress over the Community Association's private streets and roads to an Owner's property, subject to provisions for the payment of fees and costs for the maintenance of roadways by the Community Association; provided, further, an Owner's access will not be terminated for nonpayment, but the Declarant will have the same rights to file liens and the same remedies as the Community Association has pursuant to Sections 13.2 and 13.9 with respect to Assessments and Recreational Assessments. THERE IS NO OBLIGATION ON THE DECLARANT OR THE COMMUNITY ASSOCIATION TO CONSTRUCT ANY IMPROVEMENTS WITHIN THE COMMON AREA."

7. Common Expenses. Section 1.1(l) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(l) "Common Expenses" will mean and refer to all expenditures lawfully made or incurred by or on behalf of the Community Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration for the maintenance, repair and management of the Common Areas, and for the maintenance, repair and management of other property, whether owned by the Community Association or not and set forth in this Declaration or incorporated herein by a Supplemental Declaration, for which the Community Association has responsibility, such as providing, conducting, or maintaining water pollution and shoreline erosion abatement measures including, without limitation, the installation, maintenance and repair of shore revetments and groins pursuant to Article 12 hereof; provided, however, Common Expenses shall not include such costs made or incurred by or on behalf of the Community Association in connection with the Recreational Amenities."

8. Recreational Assessment.



(a) Section 1.1(ii) of the Declaration is hereby deleted in its entirety and replaced with the following:

"1.1(ii) "Recreational Assessment" will mean and refer to (i) all fees, rentals, costs, and other charges which are charged by or to an Owner with respect to his use or the use by an Occupant of the Recreational Amenities or for the purchase of services or goods provided or sold in connection with the Recreational Amenities, and (ii) all other Special Assessments and Emergency Special Assessments attributable to the Recreational Amenities, including all costs of constructing, developing, maintaining and operating the Recreational Amenities."

(b) The term "Recreational Charge" as used in Sections 7.3.1 and 13.9 of the Declaration are hereby replaced with the term "Recreational Assessment".

9. Residential Property. Section 1.1(kk) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(kk) "Residential Property" shall mean and refer to those areas designated on the Site Plan as amended from time to time for Lots and Dwellings, including approximately 11 Lots within the Club Property."

10. Additional Definitions. The following definitions are hereby added to Section 1.1 of the Declaration:

(a) "Lakes" shall mean, collectively, (a) the lake identified on Exhibit A attached hereto and commonly referred to as "Lake Sharon," and (b) any additional lakes developed by Declarant within the Property or Additional Property.

(b) "Special Assessment" shall refer to those other assessments levied by the Board of Directors in accordance with the terms of this Declaration and specified herein as "Special Assessments".

11. Plan of Development of the Property. Section 2.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2.1 Plan of Development of the Property. The Property is planned to initially contain approximately 60 Lots as shown on the Site Plan, and one Dwelling may be constructed on each such Lot. The Property, as may be supplemented by additions from the Additional Property, will also include the Common Areas, including Recreational Amenities, private roads, utility systems, drainage systems, and other improvements serving the Lots and Dwellings, to the extent the same are from time to time denominated as such by Declarant on the Site Plan or in any deed, lease, use agreement, Supplemental Declaration or memorandum thereof filed Of Record, and are installed and existing. The dimensions of Lots and other properties subjected hereto will be shown on the Site Plan, as the same may be amended from time to time. All Lots and Dwellings within the Community will be and are hereby restricted exclusively to single family residential use and will be subject to the standards and restrictions set forth in Article 6 hereof. Notwithstanding anything to the contrary contained in this Declaration, the Declarant will have the right, but not



the obligation, until December 31, 2050, without the consent of the Community Association or any other Person, to make improvements and changes to all Common Areas, properties contiguous to the Common Areas, any Additional Property, and to all properties owned by Declarant, including, without limitation, (a) installation and maintenance of any improvements, (b) changes in the location of the boundaries of any such properties, (c) installation and maintenance of any water, sewer, and other utility systems and facilities, and (d) installation of security and/or refuse facilities."

12. Additions by Declarant. Section 2.2.1 of the Declaration is hereby deleted in its entirety and replaced with the following, provided, however, subsections (a) and (b) of Section 2.2.1 shall remain unchanged:

"2.2.1 Additions by Declarant. The Declarant will have the right, until December 31, 2050, without further consent of the Community Association, to bring within the plan and operation of this Declaration, the whole or any portion of any real property, whether or not owned by the Declarant, bounded by the following rectangular area: on the north by River Rd. (a/k/a SC State Rd S-10-91); on the east by Bryan's Dairy Rd (a/k/a SC State Rd S-10-267); on the south by the Kiawah River marsh; and on the west by Blackground Rd. (the "Additional Property"). Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection will be made by filing Of Record a Supplemental Declaration with respect to the Additional Property which will extend the operation and effect of the covenants and restrictions of this Declaration to such Additional Property, and which, upon filing Of Record of a Supplemental Declaration, will constitute a part of the Property."

13. Withdrawal of Property. Section 2.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

"2.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration until December 31, 2050 for the purpose of removing any portion of the Property owned by the Declarant and made a part hereof, from time to time, from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Community. Such amendment will not require the consent of any Person other than Declarant. If the property is Common Area, the Community Association will consent to such withdrawal."

14. Conveyance of Common Areas. Within thirty (30) days after the filing Of Record of this First Amendment, Declarant shall convey to the Community Association the following Common Areas, as more particularly identified on the plat attached hereto as Exhibit A (collectively, the "Conveyed Common Areas"): (i) Tract B-B (22.76 acres); (ii) Tract B-D (5.09 acres); (iii) Tract B-E (0.62 acres); (iv) Tract B-F (0.12 acres); (v) Tract B-3B (0.60 acres); and (vi) Tract B-3 (47.63 acres). The conveyance of the Conveyed Common Areas by Declarant to the Community Association shall be done in accordance with and subject to Section 2.4 of the Declaration.

15. Rights of Club Access and Parking. Section 3.4 of the Declaration is hereby amended to change the Section cross reference in the second to last sentence from "Section 6.3" to "Section 7.4".



16. The Club's Contribution to Common Expenses. Section 3.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

"3.8 The Club's Contribution to Common Expenses. Subject to the terms and conditions of this Declaration, including, without limitation, Section 13.12, the Club hereby covenants to share costs with the Association whereby the Club will contribute twenty-five percent (25%) of the Common Expenses, Special Assessments, and Emergency Special Assessments. Notwithstanding anything to the contrary contained in this Declaration, this Section 3.8 shall not be amended hereafter without the affirmative vote of the Club."

17. Water Resources. Section 3.10 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Water Resources. The Club will control and maintain all lakes, ponds, lagoons or other such bodies of water located within and contiguous to the Club Property, other than the Lakes. The Club will own all such bodies of water within its property boundaries. Except for the Lakes, all other portions of all lakes, ponds, lagoons or other such bodies of water located within the Property, including within any of the Additional Property subjected to this Declaration, will be Common Areas, owned and maintained by the Association, subject to the Club's exclusive right to use and draw water from all such bodies of water for irrigation and use on the Club Property. Additionally, the Club will own, control and maintain all wells, lines and pipes transmitting water to the bodies of water, and transmitting water from such bodies of water for Club irrigation, regardless of where located."

18. Multiple Ownership. Section 6.22 of the Declaration is hereby deleted in its entirety and replaced with the following:

"6.22 Multiple Ownership. No Lot or Dwelling may be owned by more than ten (10) Owners at any one time. For the purposes of this restriction, a married couple constitutes a single Owner. Furthermore, the Property subject to this Declaration, including any improvements thereon or to be built thereon, will not, without prior written consent as hereinafter provided, be used for or subject to any type of Vacation Time Sharing Plan or Vacation Multiple Ownership Plan as defined by the 1976 Code of Laws for the State of South Carolina, as amended, Section 27 32 10, et. seq., or any subsequent laws of this State dealing with that or similar type of ownership, or which is used for, in and/or as an advertised part of any time share exchange program which makes available as accommodations the said property and improvements thereon, which is not otherwise registered as a Vacation Time Sharing Plan or Vacation Multiple Ownership Plan. Such prior written consent must be sought from the Declarant, during the Declarant Control Period, and thereafter from the Board of Directors. In the event consent is granted for any ownership under a Vacation Time Sharing Plan, Vacation Multiple Ownership Plan, or similar type ownership, the Declarant or the Board of Directors, as the case may be, will have the right to amend this Declaration in any respect to take into account the nature of such ownership, including, but not limited to, provision for access and use of any Recreational Amenities under Section 7.3, provision for Member voting under Section 8.2, and provision for Assessments under Article 13.



Notwithstanding the foregoing to the contrary, a Lot or Dwelling may be owned by a corporation or partnership so long as such corporation or partnership does not have more than ten (10) shareholders or partners; provided, however, that the foregoing prohibition will not apply to Declarant, its affiliates, or their respective successors or assigns, or with respect to any Institutional Mortgagee or such corporation or partnership approved by Declarant for such ownership and upon terms and conditions of such approval."

19. Square Footage Requirements. Section 6.8.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"6.8.2 Square Footage Requirements. All Dwellings constructed on Lots on Lake Sharon or on the Kiawah River Marsh will have a minimum of three thousand (3,000) square feet of Living Space (excluding any guest house). All other Dwellings constructed on Lots will have a minimum of two thousand five hundred (2,500) square feet of Living Space (excluding any guest house)."

20. Sewer Requirements. Section 6.8.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

"6.8.4 Sewer Requirements. The Community's sewer disposal needs will be served by a forced sewer system. Therefore all Dwellings constructed on Lots will be required to install a grinder pump for connection into the sewer system. Such grinder pump, associated equipment, control panel and discharge lines (and the proper specifications, design and installation) must be approved by the Declarant and/or Architectural Review Board. The Declarant and its respective successors and assigns, may institute a community-wide maintenance program for the grinder pumps. In connection therewith, the Declarant and its respective successors and assigns, may exercise their easement rights, as enumerated in Section 7.8 and 7.12, to inspect and/or maintain the grinder pump and associated equipment. All such work, once completed, must be inspected and approved by the Declarant and/or the Architectural Review Board and appropriate government inspectors. When the installation has been tested and approved, the Declarant may then assume responsibility for maintenance, repair and replacement of the grinder pump and appurtenances, with the cost thereof to be billed back to the Owner as a Common Expense."

21. Voting Rights. Section 8.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

"8.2 Voting Rights. The Community Association will have one (1) type of voting membership, a Type A membership. Type A Members will be Owners (including the Declarant) of Lots and Dwellings. A Type A Member will be entitled to one (1) vote for each Lot and Dwelling owned. Notwithstanding anything to the contrary in this Declaration, the Club shall at all times have the right to vote twenty-five percent (25%) of all authorized votes in accordance with its obligation under Section 3.8 to pay twenty-five percent (25%) of all Common Expenses. The Club's number of authorized votes shall increase or decrease proportionately based on the amount of the Club's contribution toward Common Expenses."



Notwithstanding the foregoing, unless otherwise agreed to in writing by the Club, the number of Type A votes shall constitute seventy-five percent (75%) of all authorized votes and the Club shall have twenty-five percent (25%) of all authorized votes. Except as may otherwise be provided herein, a vote to be taken by Owners under this Declaration shall be deemed to include the vote of the Club in accordance with this Section.

Payment of Special Assessments or Emergency Special Assessments will not entitle Type A Members to additional votes.

To the extent the Club agrees to share in the expense of one or more Recreational Assessments in accordance with Section 13.12, the Club shall have the right to vote twenty-five percent (25%) of all authorized votes related to the Recreational Amenities."

22. Quorum for Meetings. Section 8.6 of the Declaration is hereby amended to change the Section cross reference in the second to last sentence from "Section 17.3" to "Section 16.4".

23. Duties and Powers. Section 12.2 of the Declaration is hereby deleted in its entirety and replaced with the following (it being understood and agreed that Sections 12.2.1 and 12.2.2 of the Declaration shall remain unchanged except as specifically stated in this First Amendment):

"12.2 Duties and Powers. The duties and powers of the Community Association will be those set forth in the provision of the Act, this Declaration, the By-Laws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Community Association; provided; however, that if there are conflicts or inconsistencies between the Act, this Declaration, the By-Laws, or the Articles of Incorporation, the provisions of the Act, this Declaration, the Articles of Incorporation, and the By-Laws, in that order, will prevail, and each Owner of a property within the Community, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Community Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Community Association will include, but will not be limited to, the power to purchase one or more properties subject to this Declaration and to hold, lease, mortgage, sell, and convey the same. Such duties may include, but will not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to the Owners, to furnish trash collections, water, and/or security service for the properties subject to this Declaration. However, the Declarant shall have the exclusive right to run, maintain, and repair a water treatment facility for the benefit of the Owners, and this right shall be assignable at Declarant's sole discretion. Notwithstanding the foregoing provision of this Section 12.2 or any other provision of this Declaration to the contrary, during the Declarant Control Period the Community Association will not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas."



24. Utilities.

(a) Section 12.2.1(g) of the Declaration is hereby deleted in its entirety and replaced with the following:

“For water and sewage facilities and any other utilities, if not adequately provided by a private utility or public body or Declarant; and”

(b) A new Section 6.27 is hereby added as follows:

“Section 6.27 Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right to seek approval from the public service commission to create a wastewater treatment facility, and the Community Association shall reasonably cooperate with Declarant in connection with such endeavors.”

25. Service Contracts. Section 12.2.2(q) is hereby deleted in its entirety.

26. Obligation of the Community Association. Section 12.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

“12.8 Obligation of the Community Association. The Community Association will not be obligated to carry out or offer any of the functions and services specified by the provisions of these Articles except as specified in Section 12.7 above. The functions and services to be carried out or offered by the Community Association at any particular time will be determined by the Board of Directors of the Community Association taking into consideration the funds available to the Community Association and the needs of the Members of the Community Association. Special Assessments will be submitted for approval as herein provided. The functions and services which the Community Association is authorized to carry out or provide may be added or reduced at any time upon the affirmative vote of two-thirds (2/3) of the votes cast by the Members present, in person or by proxy, and entitled to vote at a duly called meeting of the Members.”

27. Purpose of Assessments. Section 13.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“13.1 Purpose of Assessments. The Assessments for Common Expenses provided for herein will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Community, and maintaining the Community and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors; provided, however, in no event will the Club be responsible for paying Recreational Assessments except in accordance with Section 13.12.”

28. Establishment of Annual Assessment. Section 13.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

“13.3 Establishment of Annual Assessment. It will be the duty of the



Board of Directors at least thirty (30) days prior to the first day of the Community Association's fiscal year to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Community Association. Twenty-five percent (25%) of such Common Expenses shall be billed to and paid by the Club pursuant to Section 3.8 above; and the balance of such Common Expenses shall constitute the total "Annual Assessments" payable by the Owners. The Board will cause the budget and the proposed total of the Annual Assessments to be levied against properties subject to this Declaration for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. The total Annual Assessments will be divided among Lots and Dwellings equally, each unimproved Lot bearing the same Assessment as a Dwelling."

29. Determination of Maximum Budget and Maximum Annual Assessment. Section 13.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

"13.4 Determination of Maximum Budget and Maximum Annual Assessment. The Maximum Budget and Maximum Annual Assessments will be the greater of:

(a) The budget and Annual Assessments for the then current year, as well as the Club's current year's twenty-five percent (25%) share of Common Expenses, increased in proportion to the percentage increase, if any, for the then current year, in the "CPI-U," as hereinafter defined, from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment, as well as the Club's twenty-five percent (25%) share of Common Expenses, is being determined, or by five (5%) percent, whichever is greater; or

(b) The budget and Annual Assessments, as well as the Club's twenty-five percent (25%) share of Common Expenses, for the year in which this Declaration is filed Of Record increased, to the year in which the said maximum budget and Annual Assessment, as well as the Club's twenty-five percent (25%) share of Common Expenses, is being determined in proportion to the percentage increase, if any, in the "CPI-U," as hereinafter defined, from December of the year preceding the year in which this Declaration is filed Of Record to November of the year in which the said maximum budget and Annual Assessment, as well as the Club's twenty-five percent (25%) share of Common Expenses, is being determined, or by five (5%) percent per annum, compounded, whichever is greater.

The "CPI-U" will mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised."

30. Apportionment. Section 13.5.3 of the Declaration is hereby deleted in its entirety.



31. Payments for Recreational Assessments. A new Section 13.12 is hereby added as follows:

"13.12 Recreational Assessments. Following the Declarant Control Period, either the Club or the Community Association shall have the right to develop and construct one or more Recreational Amenities. Notwithstanding anything to the contrary contained in this Declaration, if the Community Association elects to develop and construct such Recreational Amenities without the approval of the Club in its sole and absolute discretion, then the Community Association shall be solely responsible for paying all Recreational Assessments and other costs incurred in connection with the development, construction, maintenance and operation of the Recreational Amenities, it being acknowledged and agreed that the Club shall not be obligated to pay any such costs or Recreational Assessments unless agreed to in writing; provided that Club members shall only have the right to use those Recreational Amenities for which the Club agrees to pay Recreational Assessments. If the Club elects to pay Recreational Assessments as provided herein, the members of the Club will have the nonexclusive right, privilege, and easement of access to and the use and enjoyment of the Recreational Amenities in accordance with the terms and provisions of this Declaration, and, further, the Club and Community Association will agree upon the rules and regulations governing such Recreational Amenities."

32. Exempt Claims. Section 15.2.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

"15.2.1 any suit by the Community Association against any Bound Party to enforce the provisions of Article 13, which concerns Assessments, Recreational Assessments or other charges hereunder; and"

33. Litigation. Subsection (b) of Section 15.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

"(b) the imposition and collection of Assessments and Recreational Assessments;"

34. Voting Agreement and Proxy. The Declaration is hereby amended by deleting in its entirety Section 16.1.1.

35. Amendments to the Community Association. The last paragraph of Section 16.3 is revised to remove the references to Sections 2.6 and 2.7.

36. Self-Help. The Declaration is hereby amended to add a new Section 16.16, which shall read as follows:

"16.16. Self-Help. If any damage occurs which is the responsibility of the Club or of the Association under this Declaration, or if the Club or the Association fails to discharge any obligation of it under this Declaration and fails to commence repair and/or replacement or to discharge its obligation within forty-eight (48) hours after the other party (being the "non-defaulting party") gives it written notice of the default, the non-defaulting party shall have the right



(but not the obligation) to repair and/or replace, as applicable, the damage or cure the defaulted obligation, as the case may be, at the sole cost of the defaulting Club or Association, as applicable (being the "defaulting party"). In the event, however, that a bona fide emergency, business necessity, unsafe condition, or citation by any governmental authority requires more prompt action than is provided for in the preceding sentence, the non-defaulting party may exercise its right of self-help immediately, giving only such notice to the defaulting party (which may be oral) as may be practicable under the circumstances. If the non-defaulting party effects the repair and/or replacement or cures the default, the defaulting party shall pay to non-defaulting party the costs and expenses incurred by the non-defaulting party to effect the repair and/or replacement, as applicable, or cure the default, plus fifteen (15%) percent as an administrative and overhead fee. Such payment shall be due within fifteen (15) days after written demand by the non-defaulting party."

37. First Amendment Runs with Title. This First Amendment shall run with, bind, benefit and burden all of the Property, and shall run with, bind, and be enforceable by and against the Declarant, the Association, every Owner, and the respective legal representatives, heirs, successors and assigns of each, as provided in the Original Declaration.

38. Effect on the Declaration. Except as modified and amended by this First Amendment, the Declaration shall remain in full force and effect. In the event of any conflict and/or ambiguity between the Original Declaration and this First Amendment, this First Amendment shall control; and the severability provision of Section 16.11 shall apply with equal force to this First Amendment.

39. Certification. By execution hereof, the undersigned, having been duly sworn, hereby certifies that he/she is the President of the Community Association and that the foregoing amendments were duly approved by the affirmative vote of Members representing at least two-thirds (2/3) of the total votes in the Community Association pursuant to the provisions of Section 16.3 of the Declaration, and shall become effective upon this First Amendment being filed of record with the RMC.

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

DECLARANT:

BRIAR'S CREEK HOLDINGS, LLC, a Delaware  
limited liability company

Jay Marting  
Witness Number 1  
Don Smith  
Witness Number 2

By: [Signature] (SEAL)

Name: Robert Licato

Title: V.P.

Date Executed: December 16, 2016

STATE OF South Carolina

COUNTY OF Charleston

I, Charlene Willegel, a Notary Public for South Carolina, do hereby certify that  
Robert Licato, the V.P. of Briar's Creek  
Holdings, LLC, a Delaware limited liability company, personally appeared before me this day and,  
having been duly sworn, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 16 day of December, 2016

Charlene Willegel (SEAL)  
Notary Public for South Carolina

My commission expires: April 30, 2017

[Signatures continue on following page]



SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Number 1  
[Signature]  
Witness Number 2

**COMMUNITY ASSOCIATION:**

THE GOLF CLUB AT BRIAR'S CREEK  
PROPERTY OWNERS ASSOCIATION, INC., a  
South Carolina nonprofit corporation

By: [Signature] (SEAL)

Name: Steven Koenig

Title: President

Date Executed: December 16, 2016

STATE OF South Carolina  
COUNTY OF Charleston

I, Charlene Willeg, a Notary Public for South Carolina, do hereby certify that  
Steven Koenig, the President of The Golf  
Club at Briar's Creek Property Owners Association, Inc., a South Carolina nonprofit corporation,  
personally appeared before me this day and, having been duly sworn, acknowledged the due execution  
of the foregoing instrument.

Witness my hand and seal this 16 day of December, 2016

[Signature] (SEAL)  
Notary Public for South Carolina

My commission expires: April 30, 2017



**EXHIBIT A**

Plat of Conveyed Common Areas

*See attached.*



has obtained one of the private copies of the document in  
possession of Thomas & Nelson, Inc., and has obtained  
and printed several copies thereof of Thomas & Nelson  
the document is in the possession of the author. Dr. 1000000000



INLETION WITH THAT TO THE END OF "A PROFESSIONAL  
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FOR SERVICE IN OTHER COUNTRIES, AND DELETION OF  
THESE FROM THE ORGANIZATION FOR A STATE TO HAVE A  
BETTER JOB DONE

F ILLINOIS BUREAU OF  
SOUTH CAROLINA PROFESSIONAL AND PUBLIC RELATIONS

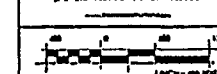
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TRACT B-A2 (15.00 ac.)  
TRACT B-B (22.76 ac.)  
TRACT B-C (1.14 ac.)  
TRACT B-D (5.09 ac.)  
TRACT B-E (0.62 ac.)  
TRACT B-F (0.12 ac.) &  
TRACT B (32.37 ac.)

AND  
TRACT B-3 (76.92 ac.)  
TO CREATE  
TRACT B-3A (28.49 ac.)  
TRACT B-3B (0.60 ac.)  
& TRACT B-3 (47.63 ac.)  
BRIARS CREEK GOLF CLUB

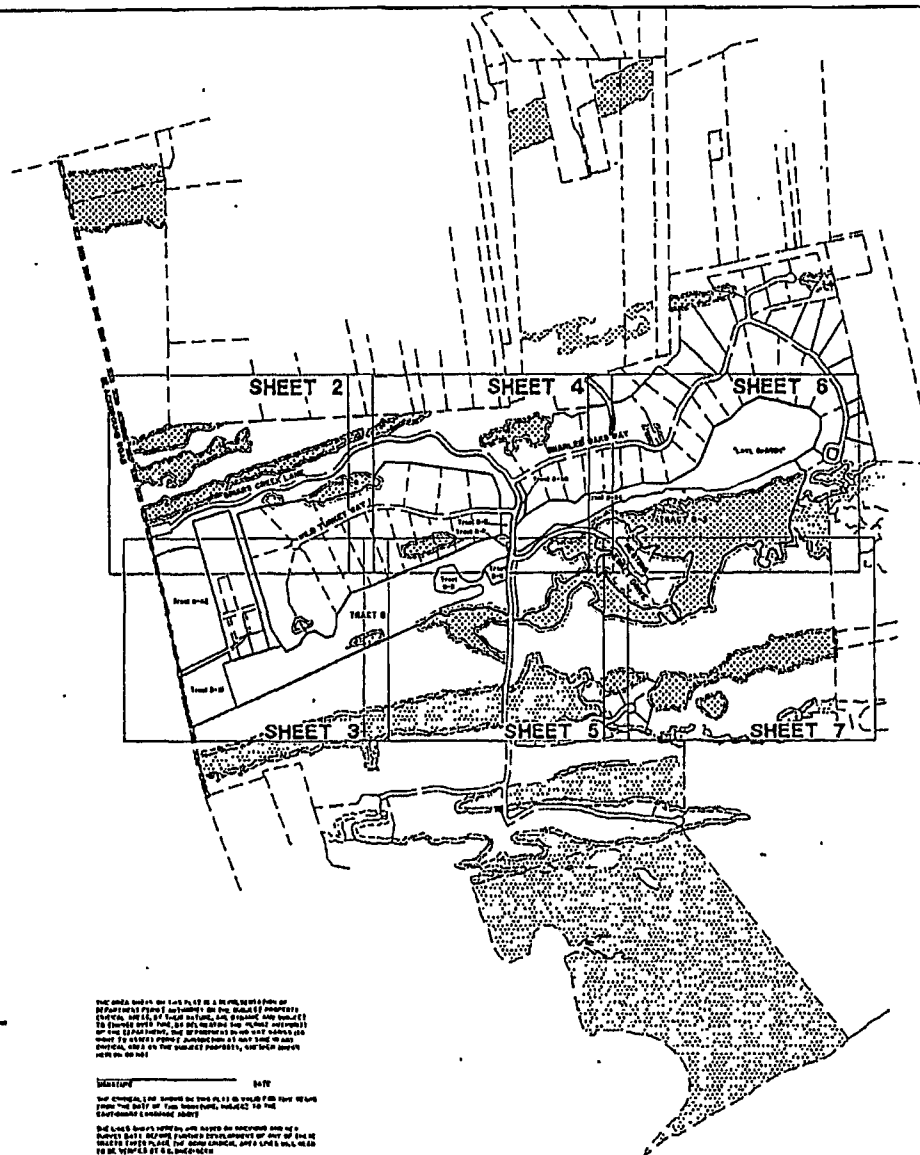
JOHN'S ISLAND  
CAMDEN COUNTY, SOUTH CAROLINA  
prepared for  
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[illegible]

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11/16/76      22000      22000      22000      22000  
 11/16/76      22000      22000      22000      22000  
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[illegible][illegible]

THESE ARE THE ONLY TWO PLACES WHERE THE UNITED STATES GOVERNMENT HAS BEEN KNOWN TO OPERATE IN THE AREA OF THE GULF OF MEXICO. THE ONLY OTHER PLACE WHERE THE UNITED STATES GOVERNMENT HAS BEEN KNOWN TO OPERATE IS IN THE AREA OF THE GULF OF MEXICO. THE ONLY OTHER PLACE WHERE THE UNITED STATES GOVERNMENT HAS BEEN KNOWN TO OPERATE IS IN THE AREA OF THE GULF OF MEXICO.

DATE 0070

THE CHAIRMAN, I AM ASKING THE TWO PL 1'S TO HOLD FOR FIVE MINUTES FROM THE POINT OF THE NEXT POINT, INDICATED TO THE SECRETARY'S CHAIRMAN, ADVISE

THE L-1'S HAVE BEEN ADVISED AND ASKED TO HOLD FOR FIVE MINUTES FROM THE POINT OF THE NEXT POINT, INDICATED TO THE SECRETARY'S CHAIRMAN, ADVISE

[illegible]



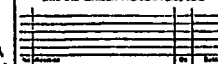
The contents of all information shall be the property of the Government and shall remain the property of the Government and shall not be disclosed to the public without the express written permission of the Government.

[illegible]

TO CREATE  
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TRACT B-A2 (15.00 ac.)  
TRACT B-B (22.76 ac.)  
TRACT B-C (1.14 ac.)  
TRACT B-D (5.09 ac.)  
TRACT B-E (0.62 ac.)  
TRACT B-F (0.12 ac.) &  
TRACT B (32.37 ac.)

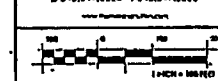
AND  
TRACT B-3 (76.92 ac.)  
TO CREATE  
TRACT B-3A (28.69 ac.)  
TRACT B-3B (0.60 ac.)  
& TRACT B-3 (47.63 ac.)  
BRIARS CREEK GOLF CLUB

JOHN S BLANT  
CHARLESTON COUNTY, SOUTH CAROLINA  
prepared for  
BRIARS CREEK HOLDINGS, LLC

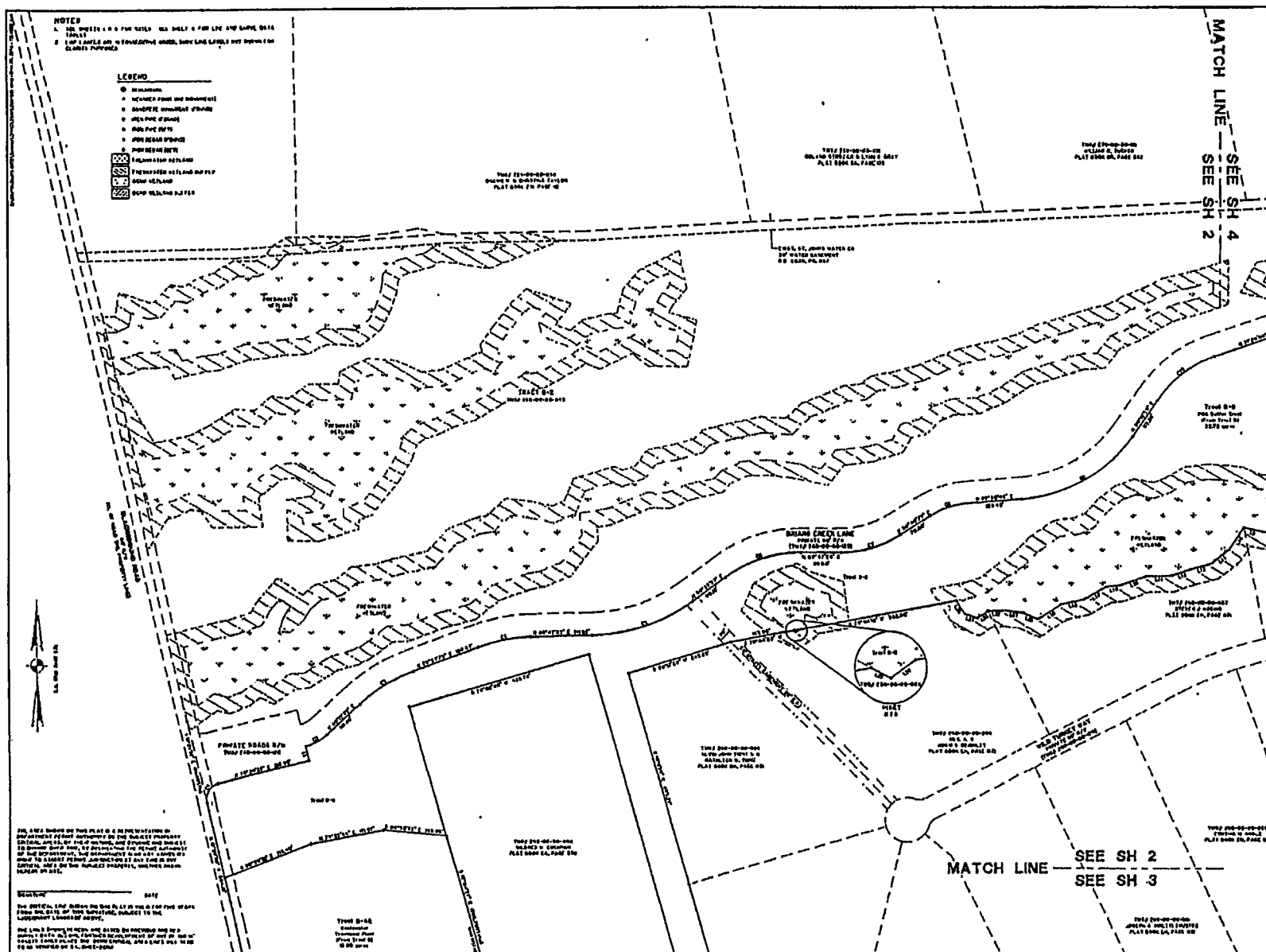


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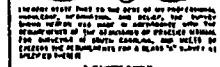


per gross revised sold area  
11/12/74 2/75 10/75 11/75 12/75  
10 21-25,000 SHEET 3 OF





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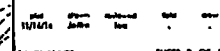


PLAT OF THE  
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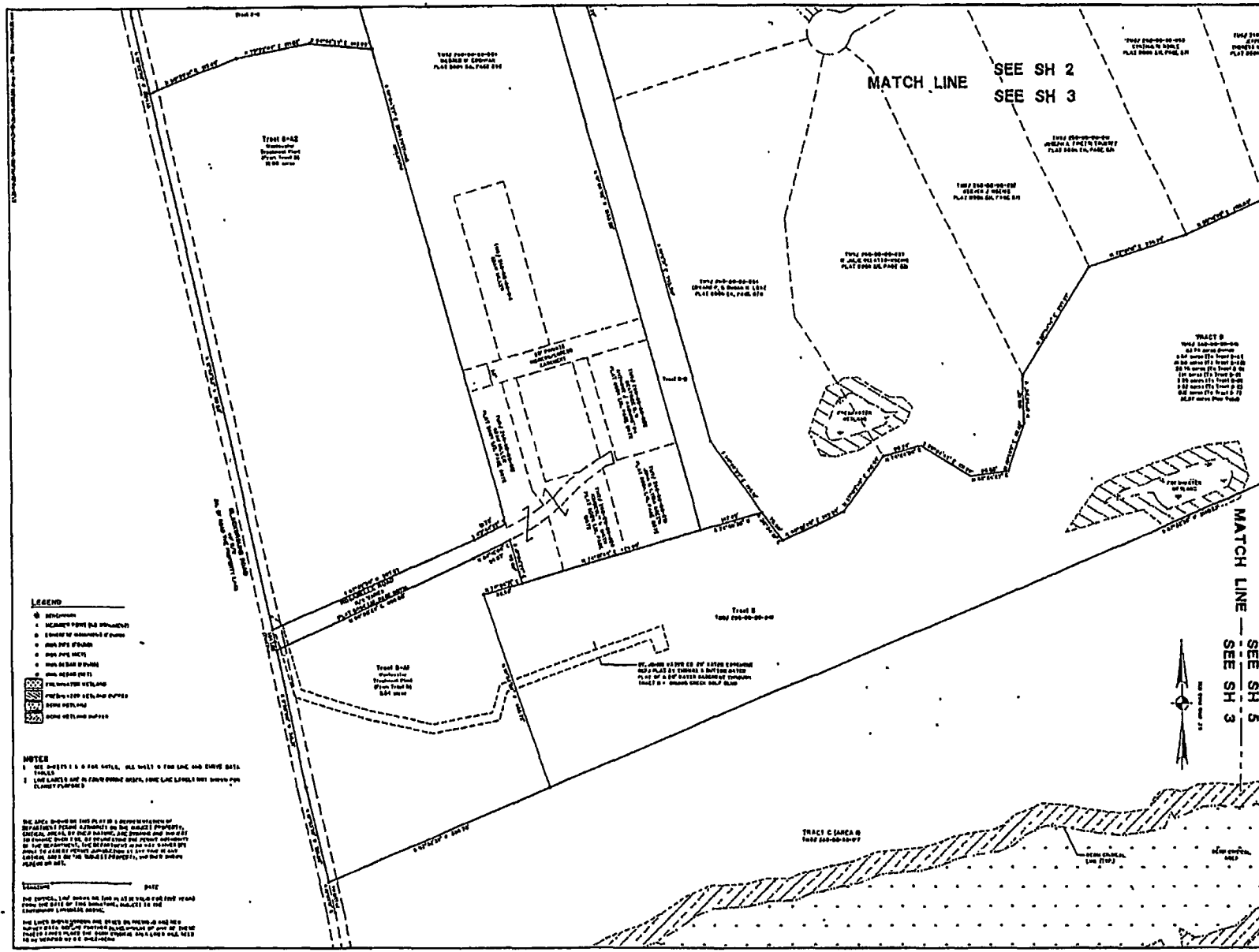
JOHN ISLAND  
CHARLESTON COUNTY, SOUTH CAROLINA  
prepared for  
BRIARS CREEK HOLDINGS, LLC



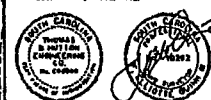
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Job 25-95 03/11 DWY 3 00





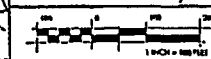
[illegible]

IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, I, the undersigned, a Notary Public in and for the City and County of New York, do hereby certify that the foregoing is a true and correct copy of the original of the same, as the same appears from the records of the City and County of New York, and that the same is a true and correct copy of the original of the same, as the same appears from the records of the City and County of New York.

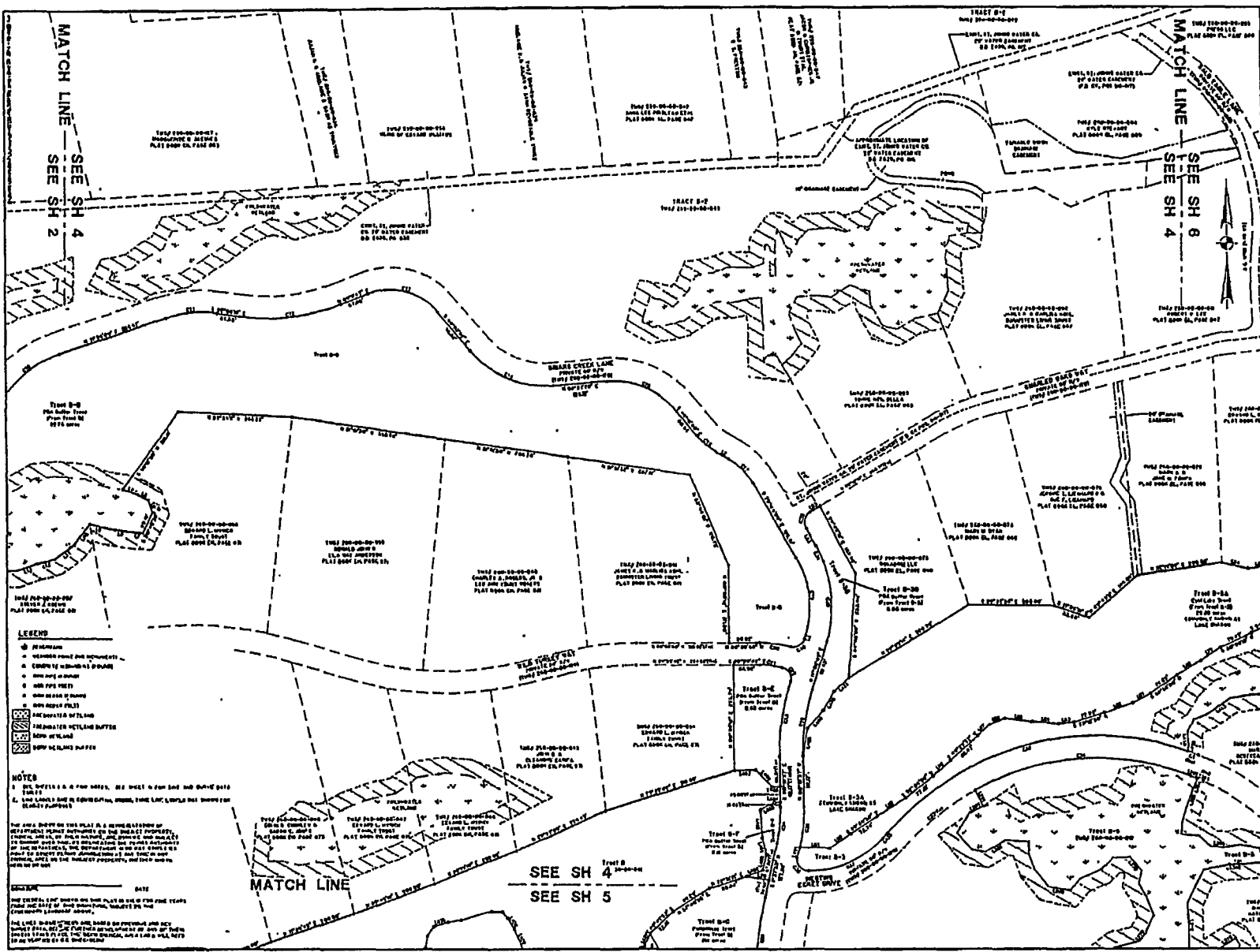
PLAT OF THE  
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TO CREATE  
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TRACT B-A2 (15.00 ac.)  
TRACT B-B (22.74 ac.)  
TRACT B-C (1.14 ac.)  
TRACT B-D (5.09 ac.)  
TRACT B-E (0.62 ac.)  
TRACT B-F (0.12 ac.) &  
TRACT B (32.37 ac.)  
AND  
TRACT B-3 (74.92 ac.)  
TO CREATE  
TRACT B-3A (28.49 ac.)  
TRACT B-3B (0.40 ac.)  
& TRACT B-3 (47.63 ac.)  
BRIARS CREEK GOLF CLUB

JOHN BLANK  
CHARLENOY COUNTY, SOUTH CAROLINA  
prepared for  
BRIARS CREEK HOLDINGS, LLC

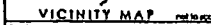
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PO Box 1522  
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100 75-972.000 SHEET 6 OF





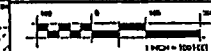
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1) never state that is the best or an improvement, rather, emphasize, for a lot, the above facts were not used in accordance with the standards of the standards of practice manual for a lot in the standard, and with the effect of the standards for a lot of survey in the standard.

PLAN OF THE  
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 AND  
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 TO CREATE  
 TRACT B-3A (28.49 ac.)  
 TRACT B-3B (0.40 ac.)  
 & TRACT B-3 (47.63 ac.)  
 BRIARS CREEK GOLF CLUB

JOHN BLAND  
OSWALTON CO. S.C.  
prepared for  
BRIARS CREEK HOLDINGS, LLC

**THOMAS & HUTTON**  
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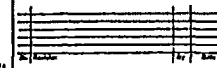


MEMBER STATE PART TO THE BEST OF HIS KNOWLEDGE,  
INFORMATION, OR BELIEF, AND THAT HE HAS NOT  
BEEN ADVISED BY ANY SOURCE OF INFORMATION THAT THE  
MEMBER HAS BEEN OR WILL BE ENGAGED IN SUCH  
ACTIVITIES OR THAT HE HAS BEEN OR WILL BE  
ENGAGED IN SUCH ACTIVITIES OR THAT HE HAS  
BEEN OR WILL BE ENGAGED IN SUCH ACTIVITIES.

7. ELIMINATE THE  
SOUTH CAROLINA FIREARMS LAW 1 AND 200704  
10/24/02, 10/24/02

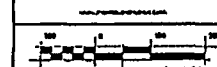
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TRACT B-3 (74.92 ac.)  
TO CREATE  
TRACT B-3A (28.69 ac.)  
TRACT B-3B (0.60 ac.)  
& TRACT B-3 (47.63 ac.)  
BRIARS CREEK GOLF CLUB

JOHN BLANK  
CHATELAIN COUNTY, SOUTH CAROLINA  
prepared for  
BRIARS CREEK HOLDINGS, LLC



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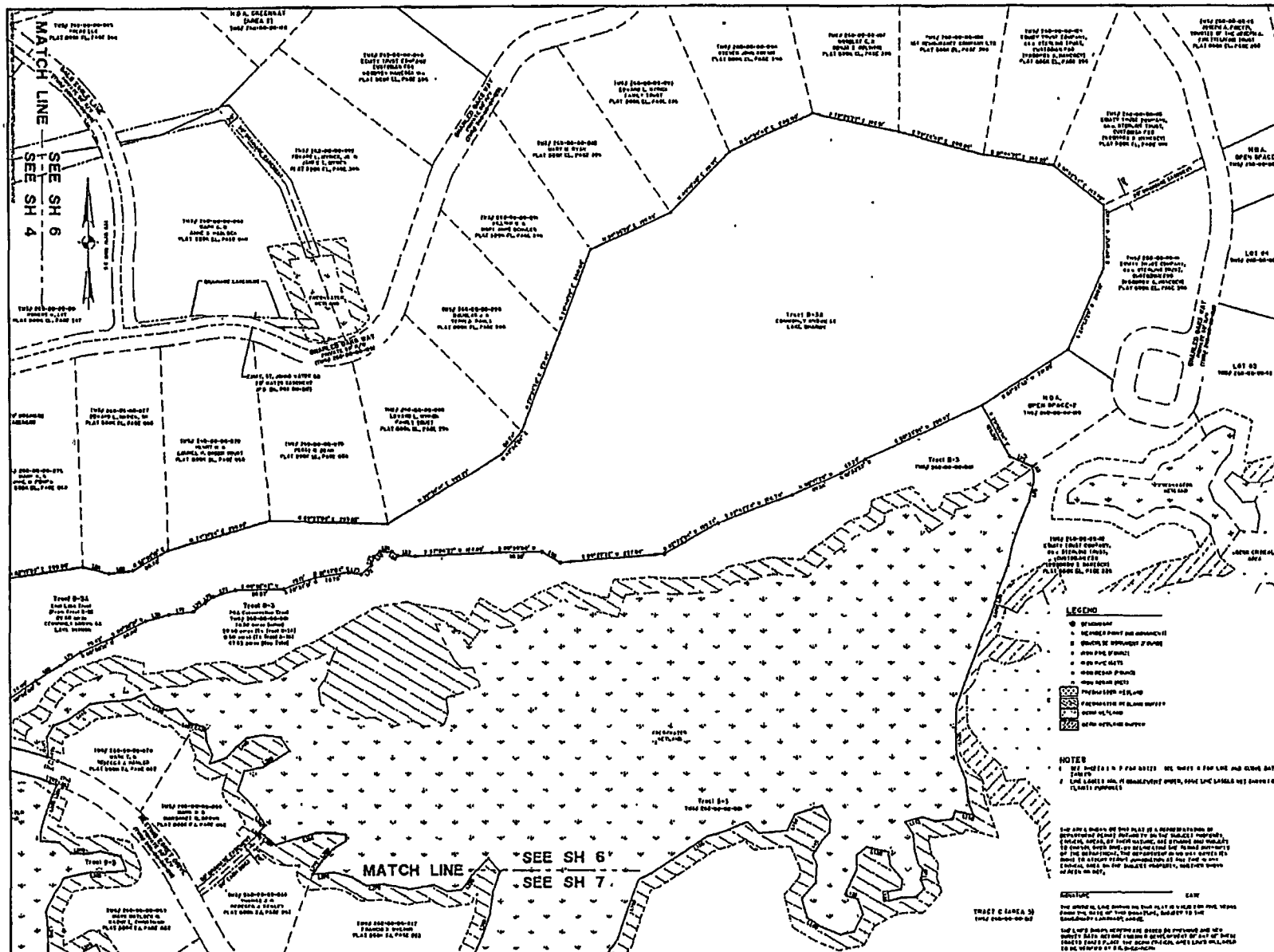
407 Jeffrie Dadds Blvd, Suite 100  
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PAGE - 107 FILE

Date	Description	New Record	Card	Paper
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**NOTES**

2. Laid 1.40110 sin. H. 0.000170777 0.000170777 Laid 1.40110 sin. H. 0.000170777 0.000170777

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[illegible]

INTEREST STATE THAT IN THE BEST OF MY PERSONAL  
KNOWLEDGE, INFORMATION AND BELIEF, THE ABOVE  
NAMES WERE NOT KNOWN TO BE ASSOCIATED WITH THE  
MEMBERSHIP OF THE STANFORD OF PACIFIC COAST  
FOR SERVICE IN SOUTH AFRICA, AND WERE  
SELECTED BY MEMBERSHIP FOR A CLASS "A" GROUP AS  
WORLD WAR.

4 EXAMINE MADE IN  
NORTH CAROLINA FROM 1960-1962, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641,

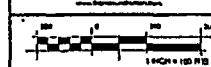
TRACT B-A1 (4.44 ac.)  
TRACT B-A2 (15.00 ac.)  
TRACT B-B (22.76 ac.)  
TRACT B-C (1.14 ac.)  
TRACT B-D (5.09 ac.)  
TRACT B-E (0.62 ac.)  
TRACT B-F (0.12 ac.) &  
TRACT B (32.37 ac.)

AND  
TRACT B-3 (76.92 ac.)  
TO CREATE  
TRACT B-3A (28.69 ac.)  
TRACT B-3B (0.60 ac.)  
& TRACT B-3 (47.63 ac.)  
BRIARS CREEK GOLF CLUB

JOHN'S BLAND  
CHARLESTON COUNTY, SOUTH CAROLINA  
prepared for  
BRIARS CREEK HOLDINGS, LLC

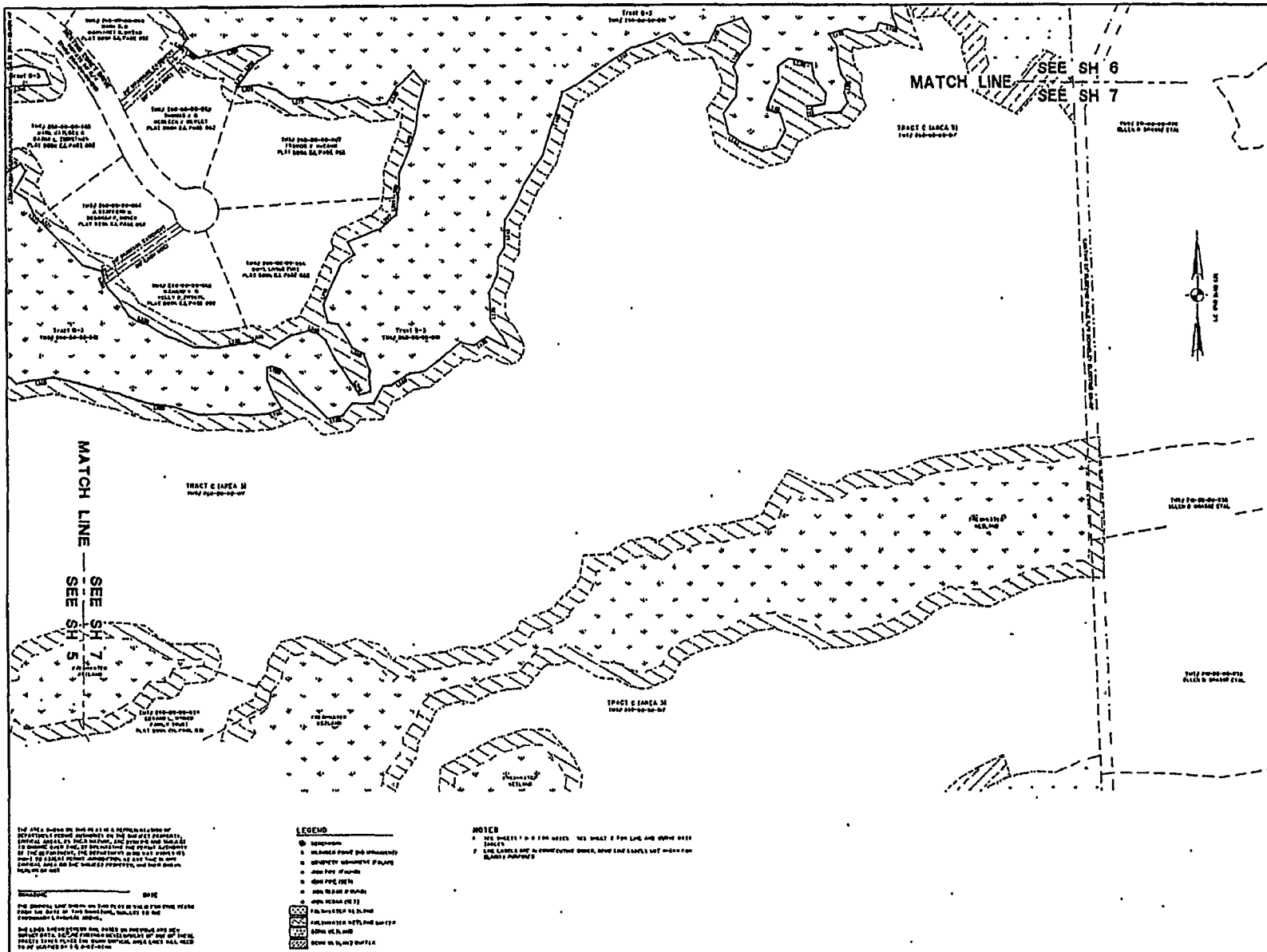
**THOMAS & HUTTON**  
Investments | Insurance | Loans | 844 | Credit

682 Jennie Dodds Blvd., Suite 100  
PO Box 1577  
Mt. Pleasant, SC 29463-1577  
p 843.849.8700 1 843.849.8203



Date	Page	Page	Page	Page
11/18/74	12/10	12/10	12/10	12/10

Job 25-793.0001 SHEET 7 OF

[illegible]

**LEGEND**

- 1. Solid black square
- 2. Square with diagonal lines
- 3. Square with horizontal lines
- 4. Square with vertical lines
- 5. Square with cross-hatch pattern

1. Solid black square

2. Square with diagonal lines

3. Square with horizontal lines

4. Square with vertical lines

5. Square with cross-hatch pattern

**NOTES**

1. THE SUBJECT IS A FOR NOTICES THE SUBJECT IS FOR THE LAW AND ORDER 0410 104615

2. THE LABELS ARE A COMBINATION OF THE, BEING THE LABELS NOT IN-USE FOR ELABORATE PURPOSES

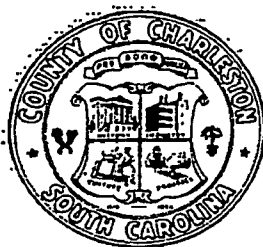


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Time: 2:12:05 PM

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Charlie Lybrand, Register  
Charleston County, SC

**Maker:**

BRIAR'S CREEK HOLDINGS AL

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WHEREAS, Article 16, Section 16.3 of the Declaration governs the method of amending the Declaration. Section 16.3(b) provides that an amendment “must be approved by the affirmative vote of Members present, in person or by proxy, entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community Association, which percentage will also constitute the



quorum required for any such meeting....” Further, Section 16.3(c) states the amendment “will become effective only when filed Of Record or at such later date as may be specified in the amendment itself.”

WHEREAS, Article XVIII of the Bylaws governs the method of amendment. It provides that the "Bylaws may be amended or repealed and new Bylaws adopted by the Directors by a two-thirds (2/3) vote of the Members present, in person or by proxy, and entitled to vote at a regular or special meeting of the Members . . . .”

WHEREAS, this Amendment shall have no material adverse effect upon the rights of the Declarant.

WHEREAS, at a duly called regular or special meeting of the members of the Association held December 5, 2017, this Amendment of the Declaration and the Bylaws (and any prior amendments thereto, if any) was put to a vote of the members.

WHEREAS, this Amendment of the Declaration and Bylaws was approved by the requisite amount of members as set forth in the Declaration and Bylaws, and as certified by the President of the Association as set forth in Exhibit A, attached hereto and incorporated herein by reference, and the results of the vote have been duly certified by the Association.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Association hereby amends the Declaration and Bylaws, and any prior amendments to any of them, and same are hereby amended as follows, and hereby submits this supplemental declaration:

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, as each may be amended, unless the context shall clearly suggest or imply otherwise.

#### **Declaration**

3. In Article 6, Section 6.8.1 of the Declaration, the last sentence of the section is deleted in its entirety and replaced with the following language, noted in bold and underline:



"A guest house or like facility may be constructed with such approvals. Said guest house or like facility may be rented or leased for residential purposes independent of the main dwelling, but such rental or leasing shall be for a term of no less than one (1) year."

4. Article 6, Section 6.10 of the Declaration, shall be amended to delete subsection (a), noted in bold and underline, "(a) is for not less than the entire Dwelling and all the improvements thereon", in its entirety, and to re-number subsections (b) and (c) as subsections (a) and (b), respectively.

5. The first sentence of Article 6, Section 6.24 of the Declaration shall be amended to delete the following language), noted in bold and underline: "written approval of the Board of Directors", and replace it with the following new language, noted in bold and underline: "approval by the affirmative vote, in person or by proxy, of Members entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community Association."; and to add the following new sentence immediately thereafter, noted in bold and underline: "Such requested subdividing of a Lot shall be completed within three (3) years from the date of the vote approving such subdivision or said approval shall expire."

#### Bylaws

6. Article VIII, Section 1 of the Bylaws, is hereby amended by the insertion of the following language, noted in bold and underline, as the second to last sentence of the section:

"Upon the expiration of the foregoing terms of those Directors elected at such first annual meeting of Members, any director thereafter elected shall serve for a term of three (3) years."

7. Except as specifically modified hereby, the Declaration and the Bylaws, including any preceding amendments thereto, shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Declaration and the Bylaws, including any preceding amendments, this Amendment shall control.

IN WITNESS WHEREOF, the Association has approved and executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and First Amendment to Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. this 15 day of August ~~December~~ 2017.

WITNESSES:

[Signature]  
[Signature]

The Golf Club at  
Briar's Creek Property Owners Association, Inc.

[Signature]  
By: Robert J. Licento  
Its: President



TEXAS  
STATE OF ~~SOUTH CAROLINA~~

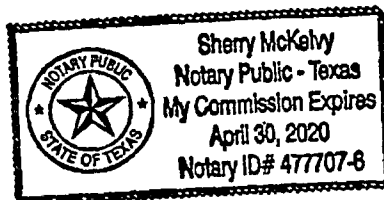
HARRIS  
COUNTY OF ~~CHARLESTON~~

ACKNOWLEDGEMENT

I, the undersigned, do hereby certify that ROBERT J. LUCAS, President of The Golf Club at Briar's Creek Property Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument as the act and deed of such entity.

SWORN and subscribed to before  
me this 15 day of DECEMBER, 2017.

Sherry McKelvy  
Notary Public for ~~South Carolina~~ TEXAS  
My Commission Expires:                     






## EXHIBIT A

**CERTIFICATION OF THE PRESIDENT OF THE GOLF CLUB AT BRIAR'S CREEK  
PROPERTY OWNERS ASSOCIATION, INC.**

Personally appeared before me: Robert J. Licato, President of The Golf Club at Briar's Creek Property Owners Association, Inc., who being duly sworn, allege and states as follows:

1. I am the duly elected President of The Golf Club at Briar's Creek Property Owners Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this certification on personal knowledge.
3. On December 5, 2017, there occurred a regular meeting of the members of The Golf Club at Briar's Creek Property Owners Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, at least two-thirds (2/3) of the members entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community Association voted to amend the Declaration and Bylaws to modify the provisions cited in the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and First Amendment to Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. to which this Exhibit A is attached.
5. I have certified, and am hereby certifying, the vote of the membership of The Golf Club at Briar's Creek Property Owners Association, Inc.; that the vote to have been as stated herein; and that the agreement and votes of the members was lawfully obtained.

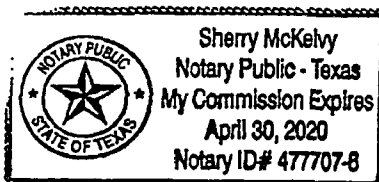
FURTHER THE AFFIANTS SAYETH NOT.



President  
The Golf Club at Briar's Creek Property  
Association, Inc.

SWORN and subscribed to before me  
this 15 day of DECEMBER, 2017.

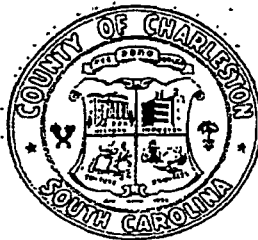
Sherry McKelvy  
Notary Public for South Carolina ~~Texas~~  
My Commission Expires: \_\_\_\_\_





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Charleston County, SC

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GOLF CLUB AT BRIAR'S ETC

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# of References: **RECIPIENT:**

N/A

Note: 

Recording Fee \$ 10.00

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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

DECLARATION OF  
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 27<sup>th</sup> day of October, 2000, by Edward Myrick and Steven J. Koenig ("Declarant/s").

**RECITALS**

WHEREAS, Declarants are the owners of certain real property ("*real property*" includes wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in Charleston County, South Carolina, more particularly described as "See attached legal description for Declaration of Restrictive Covenants ("Property"); and

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Permit No. 99-1A-460 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarants have agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarants hereby declare that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

1. **Prohibitions.** Declarants are and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; b) removal or trimming of vegetation hazardous to person or property, or of timber



downed or damaged due to natural disaster; c) restoration or mitigation required under law; and d) temporary access to for the maintenance of or repair/replacement of all activities authorized by the applicable permits and governmental authorizations.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarants. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarants reserve the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and their authorized agents shall have the right to enter and go upon the lands of Declarants, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarants grant to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarants shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):



NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded on October 30, 2000, in Book R 357 at page 58 in the RMC office for Charleston County, South Carolina.

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.
9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat(s) is/are recorded at [include book and page references, county(ies), and date].
10. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarants have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

M. J. Vinzani  
Dana C. Garner

Declarants

Edward Myrick  
EDWARD MYRICK  
Steven J. Koenig  
STEVEN J. KOENIG

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF CHARLESTON

PERSONALLY appeared before me M. Jeffrey Vinzani, the undersigned witness, and made oath that he/she saw the within named Edward Myrick and Steven J. Koenig sign, seal and as their act and deed, deliver the within named Declaration of Restrictive Covenants, and that he/she with the other witness named above witnessed the execution thereof.

SWORN to and subscribed before me this 21<sup>st</sup> day of Oct., 2000.

Dana C. Garner  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 10-31-2001

M. J. Vinzani



## LEGAL DESCRIPTION

R 357PG061

All those pieces, parcels, strips or portions of land shown and designated as "OCRM Critical Permit Buffer" or "U.S. Army COE Permit Buffer" and all jurisdictional wetland areas as shown on that certain plat entitled "Plat Showing the Subdivision of 816.34 Acres to Create Tracts A, B & C ~~The Golf Club at Briars Creek~~ About To Be Conveyed To Briars Creek Golf, LLC Johns Island, Charleston County, South Carolina" dated January 26, 2000, having the latest revision date of August 31, 2000, prepared by Thomas & Hutton Engineering Co. and recorded in the RMC office for Charleston County in Plat Book ~~at page~~ <sup>\*SEE BELOW</sup> \_\_\_\_\_. The above described "OCRM Critical Permit Buffer" and/or "U.S. Army COE Permit Buffer" areas are also hereinafter referred to as the "Property". Said described parcels having such size, shape, buttings and boundings, measuring and containing a little more or less as will be seen by reference to the above described recorded plat, reference to which is hereby craved and which plat is hereby incorporated in by this specific reference.

\*The Golf Club at Briars Creek

It being the intention of the Grantor herein to describe only those areas, parcels or portion of the above described premises, which by agreement with the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management and the United States Army Corps of Engineers are to be protected and reserved as wetland/buffer areas.

The Property above described being portions of Tax Map Numbers 260-00-00-001, 003, 005, 007, 008, 012, 015, 017, 018, and 019; also 261-00-00-018, 019, 020, 021, 034, 039 and 057.

\* PLAT BOOK EE PAGE 414 through 420 <sup>uog</sup>



William Jordan.

MK  
q/bv

1000  
C

EX R 357PG062

Filed, indexed and printed

Oct 30, 2000 3:38

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Revised and reprocessed  
November 1, 2000

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w.s.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )



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**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE GOLF CLUB AT BRIAR'S CREEK  
and  
SECOND AMENDMENT TO BYLAWS OF  
THE GOLF CLUB AT BRIAR'S CREEK PROPERTY OWNERS ASSOCIATION, INC.**

KNOW BY ALL THESE PRESENTS, that this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and Second Amendment to Bylaws of The Golf Club At Briar's Creek Property Owners Association, Inc. ("Amendment") are made on the date hereinafter set forth.

**WITNESSETH**

WHEREAS, The Golf Club at Briar's Creek Property Owners Association, Inc. ("Association") is constituted to provide and charged with the operation, care, upkeep and maintenance of the Club and single-family residential community known as The Golf Club at Briar's Creek ("Community") as provided for in the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek ("Declaration") and the Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. ("Bylaws"), recorded in Book E358 at Page 249 on November 6, 2000, with the Charleston County Register of Deeds, and as each may be amended, (collectively, as amended and supplemented, the "Governing Documents"), and further, is charged with the duty and responsibility of exercising the rights of the Association as set forth in the Governing Documents.

WHEREAS, the Declaration was supplemented and amended by the First Supplement to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book L399 at Page 336 on March 8, 2002, with the Charleston County Register of Deeds; the First Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book 0526 at Page 644 on December 31, 2015, with the Charleston County Register of Deeds; and the Amended and Restated First Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek recorded in Book 0606 at Page 729 on December 29, 2016, with the Charleston County Register of Deeds. The Declaration was further amended and the Bylaws were amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek and First Amendment to Bylaws of The Golf Club at Briar's Creek Property Owners Association, Inc. recorded in Book 0687 at Page 600 on December 20, 2017, with the Charleston County Register of Deeds. The Declaration and foregoing amendments may be from time to time herein collectively referred to as "Declaration", the Bylaws and foregoing amendment may be from time to time herein collectively referred to as "Bylaws", and the Declaration and Bylaws may be from time to time herein collectively referred to as the "Governing Documents".



WHEREAS, the Association has determined that changes to the Declaration are in the best interests of the Association, the Community and the Members, and that an amendment to the Declaration and Bylaws is needed to achieve the same.

WHEREAS, Article 16, Section 16.3 of the Declaration governs the method of amending the Declaration. Section 16.3(b) provides that an amendment "must be approved by the affirmative vote of Members present, in person or by proxy, entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community Association, which percentage will also constitute the quorum required for any such meeting...." Further, Section 16.3(c) states the amendment "will become effective only when filed Of Record or at such later date as may be specified in the amendment itself."

WHEREAS, Article XVIII of the Bylaws states that the Bylaws "may be amended or repealed and new Bylaws adopted by the Directors by a two-thirds (2/3) vote of the Members present, in person or by proxy, and entitled to vote . . ."

WHEREAS, at a duly called regular or special meeting of the members of the Association held January 21, 2020, this Amendment was put to a vote of the Members.

WHEREAS, this Amendment was approved by the requisite number of Members, and as certified by the President of the Association as set forth in Exhibit A, attached hereto and incorporated herein by reference, and the results of the vote have been duly certified by the Association.

NOW, THEREFORE, in order to protect and preserve a safe, secure, valued and attractive community, to maintain good order and property values, and to promote the common good, the Association hereby amends the Declaration and Bylaws, and the same are hereby amended as follows:

1. The foregoing recitals are and shall be deemed material and operative provisions of this Amendment and not mere recitals, and are fully incorporated herein by this reference.
2. All capitalized terms used herein shall have the same meaning ascribed to them in the Declaration and Bylaws, as each may be amended, unless the context shall clearly suggest or imply otherwise.

#### Declaration

3. Subsection (k) in Article 1, Section 1.1 of the Declaration shall be amended to insert additional language in the second sentence only as follows, in bold:

. . . and drainage areas, easements and utility service systems and lines, **including the Sewer Utility (defined below) located within the Community, as provided in Section 7.14 below, lagoons, and ponds as will be maintained . . .**



4. Article 1, Section 1.1 of the Declaration is hereby amended to include the following new subsection, in bold:

**(oo) "Sewer Utility" will mean and refer to includes the sewer utility or sewerage system that may be or shall be in, on, about and/or serving the Property, and may include, without limitation, the four (4) pond wastewater treatment facility, a thirteen (13) acre spray field (identified as '13 acre Tree Farm' on the land application discharge permit), all piping and pumps necessary to collect the sewer water, all piping and pumps necessary to operate the spray field, and any and all easements in which sewage gathering lines are or will be located throughout the Property. The Community Association shall have the authority to own, lease and/or operate a sewer utility or sewerage system, as well as levy and issue assessments, fees, charges, etc. for the costs of its operation, maintenance, repair and replacement, and which sewer utility or sewerage system shall serve the Property, its Owners, members, occupants, tenants, licensees, invitees and guests.**

5. Article 2, Section 2.1 of the Declaration shall be amended to delete the second sentence only and replace it with the following new sentence, in bold:

**The Property, as may be supplemented by additions from the Additional Property, will also include, without limitation, the Common Areas, including Recreational Amenities, private roads, utility systems, drainage systems, the Sewer Utility, and other improvements serving the Lots, Dwellings, Members and Community, to the extent and/or when the same are installed and existing.**

6. Article 2, Section 2.1 of the Declaration shall be amended to insert the following new sentence at the end of such Section, in bold:

**Further, the Community Association shall have the authority to own, lease and/or operate a Sewer Utility, as well as levy and issue assessments, fees, charges, etc. for the costs of its operation, maintenance, repair and replacement, and which Utility System shall serve the Property and its Owners, members, occupants, tenants, licensees, invitees and guests.**

7. Article 3 of the Declaration shall be amended to include a new subsection 3.14 as follows, in bold:

**3.14 The Community's, as well as the Club and the Club Property's, sewer disposal needs may be served by the Sewer Utility/forced sewer system. Therefore, all structures constructed on the Club Property shall be required to install a grinder pump, and without limitation, associated equipment, control panel and discharge lines (collectively, "Grinder Pumps"), for connection into the Sewer Utility/forced sewer system. Such Grinder Pumps, as well as the proper specifications, design and installation must be approved by the Declarant, Community Association and/or the Architectural Review Board. The Community Association and/or the Architectural Review Board may institute a community-wide**



inspection and maintenance program for the Sewer Utility/forced sewer system and/or the Grinder Pumps. All such work, once completed, must be inspected and approved by the Community Association and/or the Architectural Review Board, and appropriate government inspectors. When the work has been fully tested and approved, the Community Association and/or the Architectural Review Board shall have the right, but not the obligation, to assume responsibility for the maintenance, repair and replacement of the Grinder Pumps, with the cost thereof to be billed back to the Club as a Common Expense or an individual assessment, which may be separate and apart and in addition to any contribution set forth in Section 3.8 of the Declaration. The Community Association and/or the Architectural Review Board may so assume responsibility for maintenance, repair and replacement one time, from time to time, temporarily or permanently, as it determines in its sole discretion. In connection with herewith as to the Club Property, the Community Association and/or the Architectural Review Board may exercise their easement rights enumerated in the Declaration.

8. Article 6, Section 6.84 of the Declaration shall be amended to delete such Section and replace it in its entirety with the following new section as follows, in bold:

**The Community's sewer disposal needs may be served by the Sewer Utility/forced sewer system. Therefore, all Dwellings or Club facilities and/or other structures requiring sewer disposal constructed in the Community shall be required to install a grinder pump, and without limitation, associated equipment, control panel and discharge lines (collectively, "Grinder Pumps"), for connection into the Sewer Utility/forced sewer system. Such Grinder Pumps, as well as the proper specifications, design and installation must be approved by the Community Association and/or the Architectural Review Board. The Community Association and/or the Architectural Review Board may institute a community-wide inspection and maintenance program for the Sewer Utility/forced sewer system and/or the Grinder Pumps. All such work, once completed, must be inspected and approved by the Community Association and/or the Architectural Review Board, and appropriate government inspectors. When the work has been fully tested and approved, the Community Association and/or the Architectural Review Board shall have the right, but not the obligation, to assume responsibility for the maintenance, repair and replacement of the Grinder Pumps, with the cost thereof to be billed back to the respective Owner or to the Owners either as a Common Expense or an individual assessment. The Community Association and/or the Architectural Review Board may so assume responsibility for maintenance, repair and replacement one time, from time to time, temporarily or permanently, as it determines in its sole discretion. In connection with herewith, the Community Association and/or the Architectural Review Board may exercise their easement rights enumerated in the Declaration.**

9. Article 7, Section 7.8 of the Declaration shall be amended to insert additional language in the first sentence as follows, in bold:



... and all utilities, including but not limited to, storm sewers and drainage systems, Sewer Utility, and electrical, gas, telephone ...

11. Article 7, Section 7.12 of the Declaration shall be amended to insert additional language in the first sentence as follows, in bold:

... , or other unsightly growth, **maintaining, repairing and/or replacing the Sewer Utility, or any part thereof,** and removing trash, so as to maintain reasonable standards ...

12. Article 7, Section 7.14(b) of the Declaration shall be amended to insert additional language in subsection (b) only as follows, in bold:

... tanks, and related water and sewage treatment facilities and systems within the Property; **including, without limitation, the Sewer Utility,** or (c) to spray or locate ...

### Bylaws

13. Section 1 of Article VII of the Bylaws shall be amended to add a new subsection (f) as follows, in bold:

(f) to own, lease and/or operate a Sewer Utility, as well as levy and issue assessments, fees, charges, etc. for the costs of its operation, maintenance, repair and replacement, and which Utility System shall serve the Property and its Owners, members, occupants, tenants, licensees, invitees and guests.

14. Except as specifically modified hereby, the Declaration shall remain in full force and effect.

15. To the extent there is a conflict between this Amendment and the Declaration, this Amendment shall control.

*Signatures on next page.*





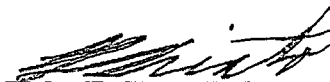


EXHIBIT A**CERTIFICATION OF THE PRESIDENT OF THE GOLF CLUB AT  
BRIAR'S CREEK PROPERTY OWNERS ASSOCIATION, INC.**

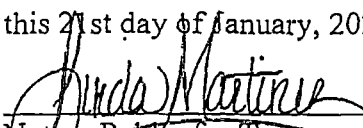
Personally appeared before me: Robert J Licato, President of The Golf Club at Briar's Creek Property Owners Association, Inc., who being duly sworn, allege and states as follows:

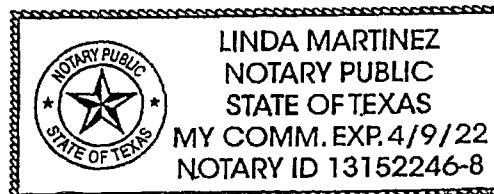
1. I am the duly elected President of The Golf Club at Briar's Creek Property Owners Association, Inc.
2. I am over eighteen (18) years of age, competent, and make this certification on personal knowledge.
3. On January 21, 2020, there occurred a regular/special meeting of the members of The Golf Club at Briar's Creek Property Owners Association, Inc.
4. At that meeting, and/or prior to the meeting by written consent of the members, at least two-thirds (2/3) of the members entitled to vote and holding at least two-thirds (2/3) of the total votes in the Community Association voted to amend the Declaration to modify the provisions cited in the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Golf Club at Briar's Creek to which this Exhibit A is attached.
5. I have certified, and am hereby certifying, the vote of the membership of The Golf Club at Briar's Creek Property Owners Association, Inc.; that the vote to have been as stated herein; and that the agreement and votes of the members was lawfully obtained.

FURTHER THE AFFIANTS SAYETH NOT.

  
 President  
 The Golf Club at Briar's Creek Property  
 Association, Inc.

SWORN and subscribed to before me  
 this 21st day of January, 2020.

  
 Notary Public for Texas  
 Printed Name of Notary: Linda Martinez  
 My Commission Expires: 4/9/22





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Michael Miller, Register  
Charleston County, SC

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